

## **WIND RIVER PROMOTIONAL NO-CHARGE SCANNING SERVICES AGREEMENT**

**IMPORTANT: YOU MUST READ THIS ENTIRE AGREEMENT AND INDICATE YOUR ACCEPTANCE BEFORE ACCESSING OR USING THE SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A BUSINESS ORGANIZATION OR ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON THEIR BEHALF AND TO BIND THEM TO IT. IF YOU ARE ENTERING INTO THIS AGREEMENT AS AN INDIVIDUAL, YOU REPRESENT THAT YOU ARE OVER THE AGE OF EIGHTEEN (18) AND POSSESS THE LEGAL CAPACITY TO BIND YOURSELF TO THIS AGREEMENT.**

**BY CLICKING ON THE “ACCEPT” BUTTON, YOU AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT OR ARE NOT AUTHORIZED TO ACCEPT ANY OF THESE TERMS AND CONDITIONS, DO NOT CLICK ON THE “ACCEPT” BUTTON AND DO NOT ACCESS OR USE THE SERVICES; NO AGREEMENT WILL BE FORMED AND YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICES.**

**IF YOU ACCEPT THIS AGREEMENT AND COMPLY WITH IT, YOU ARE GRANTED A NO-CHARGE PROMOTIONAL LICENSE, AS FOLLOWS.**

This Promotional No-Charge Scanning Services Agreement, together with all documents and policies referenced herein, including Wind River’s Privacy Notice (collectively, “Agreement”), is between Wind River Systems, Inc., a Delaware corporation (“Wind River”), and you, individually, or as an authorized representative of a business organization or entity designated during the enrollment process (“Representative”). Entities whose Representatives have validly accepted this Agreement or individuals who have accepted this Agreement are referred to in this Agreement as “Customer,” “you” or “your.”

### **1. RIGHT TO ACCESS AND USE THE SERVICES.**

**A. PROMOTIONAL LICENSE.** On the terms and subject to the conditions, limitations and restrictions in this Agreement, Wind River hereby grants to you a restricted, limited, personal, non-transferable, non-exclusive, revocable, right and license to access and use for the time period described in this Agreement and any applicable Wind River order confirmation or other similar document (the “Subscription Term”), the Wind River Security and License Scanning Services for Wind River Studio Linux, and the documentation, tools, interfaces, license keys, functionality, support and services provided in connection therewith (collectively, the “Services”). “User(s)” are your employees, independent consultants or representatives who use, or have access to, the Services on your behalf.

**B. ADMINISTRATION ACCOUNT.** To access the Services, you must create an administration account associated with a valid e-mail address. You may create only one administration account per e-mail address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you or your Users and, except to the extent caused by our breach of this Agreement, Wind River and its suppliers and licensors are not responsible for unauthorized access to your account.

**C. THIRD PARTY TERMS.** Any software, documentation, tools, interfaces, license keys or functionality (collectively, “Third Party Software”) provided to you in connection with the Services may impose or require you to agree to additional terms provided by third party licensors or providers (“Third Party Terms”), including license terms for any software that is subject to an open source license agreement. Third Party Terms are set forth in notice files or agreements made available to you in connection with your use of the Services and are binding upon your use of the Services. Third Party Terms that are in addition to or in conflict with the terms of this Agreement will apply only with respect to such Third Party Software. You hereby acknowledge and agree that to the fullest extent permitted by applicable law, all Third Party Software is provided “AS IS” and “AS AVAILABLE” without any warranty of any kind and without any support obligations and Wind River and such third party suppliers disclaim all warranties with respect to such Third Party Technology, either express or implied, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Any implied warranties that cannot be effectively disclaimed shall be limited to thirty (30) days from the date you access to the Services.

**D. YOUR CONTENT.** Wind River makes no claim to the content, information or data you post or provide to the Services (“Content”). Wind River may immediately (and without prior notice) block access to any Content on the Services (i) that violates the law, misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Agreement; or (ii) pursuant to the Digital Millennium Copyright Act, a subpoena, or an order issued by a court or government agency. As described in Section 10, within thirty (30) days of either: (x) expiration or termination of the Agreement; or (y) inactivity of the administration account for more than ninety (90) days, you will extract your Content from the Services. Wind River reserves the right to delete Content at any time after such events and will not be responsible for such Content that you cannot access after such events.

**E. FEEDBACK.** In the event you provide comments, suggestions and recommendations to Wind River with respect to the Services (including, without limitation, with respect to reviews, evaluations, modifications, enhancements, revisions, improvements and other changes to the Services) (collectively, “Feedback”), you agree that Wind River may access and use any Feedback, and you hereby assign to Wind River on an “as-is” basis and without warranty, any Feedback.

**F. RESTRICTIONS.** The Services may be restricted to, and you agree to comply with any limitations on, specified users, seats or locations. Except as expressly set forth in this Agreement, you may not (a) modify, create derivative works of, translate, reverse engineer,

decompile, disassemble the Services (except to the extent applicable laws specifically prohibit such restriction) or attempt to derive the source code of any software provided or accessed as a part of the Services; (b) distribute or otherwise transfer copies of any part of the Services to others; (c) sublicense, rent, lease, loan, timeshare, host, sell, distribute, assign or transfer any rights, grant a security interest in, or transfer possession of any part of the Services to others; (d) modify, obscure or delete any proprietary rights notices included in or on any part of the Services; (e) access or use any part of the Services in excess of the authorized Use Level (user, seats, etc.) or Subscription Term; (f) access or use any part of the Services for any high-risk use, or where a failure of the Services could result in death, serious injury, environmental damage or property damage; or (g) authorize others to do any of the foregoing. The Services are licensed and not sold to you.

**G. SECURITY AND UNAUTHORIZED USE.** Except as expressly provided in this Agreement, you acknowledge that you are solely responsible for any and all activities that occur under your account. You agree to implement security measures that are commercially reasonable for your use of the Services and to protect your account from unauthorized access or use. In the event you become aware of any unauthorized access or use of the Services, you agree to notify Wind River immediately in writing and give full cooperation to minimize the effects of such unauthorized access, disclosure or use. Wind River reserves the right to take reasonable steps, including suspension of the Services to prevent unauthorized access to, or use of, the Services.

**H. CHANGES TO THE SERVICES.** Wind River reserves the right to change or discontinue all or part of the Services, including discontinuing the no-charge promotion of the Services, or change or remove features or functionality of the Services from time to time. Wind River will notify you of any material adverse change to or discontinuation of the Services.

**2. RESERVED RIGHTS.** Wind River and its licensors are the exclusive owners of the Services, including all intellectual property rights therein.

**3. CONFIDENTIAL INFORMATION.** “Confidential Information” means any software (including source and object code), technology, license keys, ideas, know-how, documentation, processes, algorithms and trade secrets provided to you or associated with Services, whether disclosed orally or in written or magnetic media, that relates or refers to the Services and that is identified as “confidential,” “proprietary” or with a similar legend at the time of such disclosure or should reasonably be understood to be confidential based on the nature and circumstances of the disclosure. Confidential Information does not include any information that you reasonably demonstrate is (a) published or otherwise available to the public other than by your breach of this Agreement; (b) rightfully received by you from a third party without confidential limitations; (c) independently developed by you as evidenced by appropriate records; (d) known to you prior to your first receipt of the same from Wind River as evidenced by appropriate records; (e) hereinafter disclosed by Wind River to a third party without restriction on disclosure; or (f) approved for public

release by written authorization of Wind River. If any Confidential Information must be disclosed by you to any third party by reason of legal, accounting or regulatory requirements beyond your reasonable control, you will promptly notify Wind River of the order or request and permit Wind River (at its own expense) to seek an appropriate protective order. You will not use or disclose any Confidential Information, except as expressly authorized by this Agreement, and will protect all such Confidential Information using the same degree of care which you use with respect to your own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. You will take prompt and appropriate action to prevent unauthorized use or disclosure of the Confidential Information.

**4. DATA AND PERSONAL INFORMATION.** Wind River receives data from you and collects and generates data to provide the Services and communicate with you. By accessing and using the Services and providing your personal or contact information to Wind River, you authorize Wind River to contact you with communications relating to the Services and other Wind River products, events, updates, and renewals. Wind River's Privacy Notice is located at <http://www.windriver.com/company/terms/privacy.html>. You can learn more about data collection and its use in our Privacy Notice.

**5. REPRESENTATIONS.** You represent and warrant to Wind River that (i) the information you provide in connection with your registration for Services is accurate and complete; (ii) you own all right, title and interest in and to the your Content; (iii) your Content is not illegal, defamatory, malicious, harmful or discriminatory based on race, religion, nationality, disability, sexual orientation or age; (iv) your use of the Services will comply with all applicable laws, rules and regulations; (v) you will not circumvent or disable any of the security-related, management, or administrative features of the Services; (vi) you have obtained all consents and licenses required for both you and Wind River to legally access and use all software, copyrighted material or proprietary information you use on the Services without infringing any ownership or intellectual property rights; (vii) the execution and delivery of this Agreement will not conflict with or violate any provision of your governing documents; and (viii) you have otherwise taken all necessary steps to legally execute this Agreement.

**6. MAINTENANCE AND SERVICES LIMITATIONS.** In addition to Wind River's right to suspend or terminate the Services in accordance with this Agreement, Wind River may suspend all or part of the Services without liability or prior notice to you: (i) in order to maintain (i.e., modify, upgrade or repair) the Services; (ii) as may be required by law or regulation; or (iii) as necessary to protect our customers or the Services from unauthorized access or an attack. Notwithstanding the foregoing, Wind River will endeavor in good faith to provide you with advance notice of any suspension under this Section as soon as it becomes practicable to do so and in accordance with the notice provisions in this Agreement. Wind River uses reasonable efforts to make the Services available at all times. However, Wind River does not guarantee availability, shall not have any liability to you for any unavailability or interruptions, and is under no obligation to provide you

with maintenance, technical support or updates to the Services except in accordance with this Agreement and, if provided, in the manner as determined by Wind River from time to time.

**7. TERM.** The term of this Agreement commences on the earlier of the following: (a) you complete the registration process for your account online and accept the terms and conditions in this Agreement by placing a check mark in the “ACCEPT” button below and pressing continue; (b) both parties have signed a signature page, if any, for this Agreement; or (c) you use the Services. This Agreement will remain in effect until terminated by you or Wind River in accordance with this Agreement.

**8. TERMINATION BY YOU.** This Agreement may be terminated at any time by you upon written notice to Wind River in accordance with this Agreement or by ceasing use of the Services and closing your account to the Services.

**9. TERMINATION BY WIND RIVER.**

**A. WITHOUT CAUSE.** Wind River may suspend or terminate all or part of the Services for any reason by providing you with thirty (30) days’ advance notice.

**B. WITH CAUSE.** Wind River may immediately suspend part or all of the Services without prior notice or terminate the Services by sending you a written notice of termination if one or more of the following occurs: (i) you provided false information when you registered for the Services or you lacked the capacity to enter into this Agreement at the time of consummation; (ii) your use of the Services poses a threat to the security or performance of the Services or to any of our customers or suppliers; (iii) your use of the Services is illegal or that it misappropriates or infringes the property rights of a third party; (iv) your use of the Services has or will subject Wind River to civil or criminal liability; (v) you use the Services in an attempt to gain unauthorized access to computer systems; (vi) you commit a material breach of any of the terms and conditions of the Agreement.

**10. EFFECT OF SUSPENSION OR TERMINATION.** During any suspension, the Services will be unavailable in whole or in part and you may not have access to your account and Content. Upon termination, Wind River and its licensors have no obligation to continue to provide the Services or any associated or similar programs or offers to you and you agree to (a) cease use of the Services; and (b) immediately return to Wind River all material belonging to Wind River or its licensors, including, without limitation, all Confidential Information of Wind River then in your possession or control (and certify the same to Wind River). These remedies are cumulative and in addition to any other remedies available to Wind River. Upon termination, you may request access to the Services for transition purposes, and Wind River may make such Services available to you, at our sole discretion, for up to thirty (30) days after termination in accordance with the terms of this

Agreement. Otherwise, your Content may be destroyed and may not be retrievable, and Wind River will have no obligation to maintain any of your Content. All terms of this Agreement that should by their nature survive termination will survive.

**11. BACKUP.** While using the Services, you must regularly back-up your Content on separate media. You acknowledge that any failure to do so may cause you to lose Content in the event of an error in the Services. Since only you, not Wind River, can know the value of your Content, only you can implement back-up plans and safeguards appropriate to your needs in the event that an error in the Services causes data loss.

**12. NO WARRANTY. EXCEPT AS EXPRESSLY REQUIRED BY LAW, THE SERVICES ARE PROVIDED “AS-IS”. WIND RIVER AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WIND RIVER, ITS LICENSORS, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. WIND RIVER DOES NOT WARRANT THAT THE QUALITY OR PERFORMANCE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT YOU WILL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OF THE SERVICES OR THAT THE SERVICES WILL OPERATE FREE FROM ERROR. WIND RIVER MAKES NO WARRANTY WITH RESPECT TO ANY MALFUNCTIONS OR OTHER ERRORS IN THE SERVICES CAUSED BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE NOT DEVELOPED BY WIND RIVER. WIND RIVER MAKES NO WARRANTY THAT THE SERVICES WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INCLUDING INTENTIONAL MISCONDUCT BY THIRD PARTIES. WIND RIVER IS NOT LIABLE FOR ANY DOWNTIME OR SERVICE INTERRUPTION, FOR ANY LOST OR STOLEN DATA OR SYSTEMS, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO ANY SUCH ACTIONS OR INTRUSIONS. YOU ACKNOWLEDGE THAT WIND RIVER DOES NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT YOUR PRIVACY, CONFIDENTIAL INFORMATION AND CONTENT OR DATA WILL BE LOST OR COMPROMISED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.**

**13. CUSTOMER INDEMNITY.** You will indemnify, defend and hold Wind River and its licensors, directors, officers, employees, suppliers, consultants, contractors and agents (“Indemnitees”) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) resulting from any claim (including third-party claims), suit, action or proceeding against any Indemnitees, whether successful or not, caused by, arising out of, resulting from, attributable to or in any way incidental to (a) your breach or alleged breach of this Agreement; (b) your negligence or willful misconduct (or that of a party acting on your behalf or accessing the Services through you); (c) any information, data, Content or developments you (or a party acting on your behalf) provide to or generate from the Services; or (d) your failure to use reasonable security precautions.

**14. LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROHIBITED BY LAW, WIND RIVER AND ITS LICENSORS ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF WIND RIVER AND ITS LICENSORS IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. IN NO EVENT WILL WIND RIVER OR ITS LICENSORS’ AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED US\$10.00. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN THE SERVICES WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.**

**15. GENERAL.**

**A. GOVERNING LAW; VENUE; RELIEF.** This Agreement is governed in all respects by the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising under this Agreement will be brought in the State of Delaware or of the Federal courts sitting therein, provided, however, that the parties will be entitled to seek

injunctive relief in any appropriate forum. You consent to the personal jurisdiction of the above courts. You agree that a breach of this Agreement may cause Wind River or its licensors irreparable harm for which recovery of money damages would be inadequate, and that Wind River or its licensors will therefore be entitled to seek timely injunctive relief in addition to any and all remedies available at law. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PARTIES RELATIONSHIP.

**B. NOTICES.** All notices to Wind River under this Agreement will be (a) in writing; (b) delivered by personal delivery or prepaid certified or registered U.S. mail, return receipt requested; and (c) deemed given upon personal delivery or five (5) days after deposit in the mail. Notices to Wind River will be sent to Wind River Systems, Inc. 500 Wind River Way, Alameda, CA 94501, Attn: Legal Department. Wind River may send notices to you through the Services or via e-mail to the e-mail address you provided at the time you enrolled for the Services or in your Account profile at the time a notice is sent to you. You are responsible for keeping your email address current and accurate at all times. Either party may update its address by following the notice procedure in this paragraph. An email notice under this Agreement will be deemed received when sent. All other notices will be deemed received when signed for as indicated by the signed delivery receipt.

**C. NO AGENCY.** Nothing contained in this Agreement will be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between you and Wind River or its licensors.

**D. EXPORT CONTROL.** You acknowledge that the Services will be hosted in the U.S. and that any upload or download of your Content to or from the hosted Services environment is subject to U.S. export control laws. You agree that you are solely responsible for determining the export authorization requirements for any of your Content uploaded to the hosted Services environment and downloaded outside the hosted Services environment. You agree that you are the exporter of record as that term is used in the U.S. Export Administration Regulations (EAR) and/or in any other applicable laws and regulations. You will indemnify and hold harmless Wind River for any non-compliance with import or export laws and regulations associated with the upload or download of your Content to or from the hosted Services environment or your use of such environment. Without limiting your compliance obligations in Section 5, you will not use the Services to host, process, or download any software or technology that is described by the EAR, International Traffic in Arms Regulation (ITAR), Wassenaar Munitions list, or the Munitions list of any other country without proper export or import authorizations.

**E. FORCE MAJEURE.** Wind River and its licensors will not be liable for any failure or delay on account of strikes, shortages, riots, insurrection, fires, explosions, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond their reasonable control.



**F. WAIVER; SEVERABILITY.** The failure of Wind River or its licensors to require your performance of any provision of this Agreement will not affect the full right to require such performance at any time thereafter; nor will any waiver of a breach by Wind River or its licensors of any provision be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**G. GOVERNMENT END USERS.** The Services, software and data relating thereto or derived therefrom are "commercial items" as defined in 48 CFR 2.101 consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. If the end user is a US Government agency, department, or instrumentality, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Services or software, is restricted in accordance with 48 CFR §12.211, 48 CFR §12.212, 48 CFR §227.7102-2, and 48 CFR §227.7202, as applicable. Customer will provide the Services and software to the US Government or to U.S. Government End Users only pursuant to an end user license agreement in accordance with the terms of this Agreement. This US Government end users clause is in lieu of, and supersedes, any Federal Acquisition Regulations (FARS), the Defense FAR Supplement (DFARS), or other clause or provision that addresses Government rights in computer software or technical data.

**H. ASSIGNMENT.** You may not assign, transfer or delegate any right, license or obligation under this Agreement to a third party, directly or indirectly, including by operation of law or through bankruptcy, merger, acquisition, sale or transfer of all, substantially all or any part of your business or assets without Wind River's prior written consent. Any such purported assignment, transfer or delegation is null and void. Wind River may assign, transfer or delegate this Agreement or any right, license or obligation hereunder in its sole discretion. Wind River may subcontract any portion of the Services to a third-party contractor, provided that Wind River will remain responsible to you for the Services pursuant to this Agreement. Any subcontractor will be deemed to be an independent contractor and not our partner, agent or employee. Wind River may collect and report anonymous information regarding your use of the Services to our subcontractors, licensors or suppliers as required to provide you the Services.

**I. LANGUAGE.** This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement will be in the English language.

**J. BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of all of Wind River's and your successors and assigns, who will be bound by all of the obligations of their predecessors or assignors.

**K. AMENDMENTS.** Except as provided in this Section, this Agreement may only be amended or supplemented by a writing that refers explicitly to this Agreement and that is signed by duly authorized representatives of Wind River; provided, however, that any Third Party Terms will also apply to the applicable third party software, documentation, tools, interfaces, license keys and functionality. Wind River may modify this Agreement at any time by notifying you in accordance with this Agreement. Modifications to this Agreement will become effective upon the earlier to occur (i) your acceptance of the amended terms by clicking an online confirmation or acceptance button, or by clicking an acceptance link provided in an email sent to you; or (ii) thirty (30) days after Wind River provides you with notice of the modified version in accordance with the notice provisions of this Agreement. By continuing to use the Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. All such modifications are incorporated into this Agreement by this reference. It is your responsibility to check Wind River's website for modifications to this Agreement

**L. ENTIRE AGREEMENT.** This Agreement constitutes your entire agreement regarding the Services. The terms and conditions of any purchase order or other instrument issued by or any other communication issued from you in connection with this Agreement which add to or differ from the terms and conditions of this Agreement will be of no force or effect.