

**Texas Instruments Incorporated**  
**License Agreement**  
(Version 1 as of March 11<sup>th</sup>, 2004)

**IMPORTANT – PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. AFTER YOU READ THIS LICENSE AGREEMENT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. DO NOT CLICK “I HAVE READ AND AGREE” UNLESS: (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY; AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS LEGALLY BINDING AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY.**

**Important – Read carefully:** This License Agreement (“Agreement”) is a legal agreement between you (either an individual or entity) and Texas Instruments Incorporated (“TI”). The “Licensed Materials” subject to this Agreement include the documentation and software programs, if any, downloaded or enclosed herewith as well as any updates or upgrades to such documentation and software programs provided to you by TI. The Licensed Materials are licensed to develop tools that generate applications that execute solely and exclusively on processing devices manufactured by or for TI (“TI Devices”). By installing, copying or otherwise using the Licensed Materials you agree to abide by the following provisions. This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to accept or agree with these provisions, do not download or install the Licensed Materials. If you have already paid for the Licensed Materials you may return them for a full refund.

**1. License Grant and Use Restrictions.**

- a. **Development License.** Subject to payment of the applicable license fees and the terms of this Agreement, TI grants to you for the term of this Agreement a limited, non-exclusive, non-transferable, non-assignable license to use the Licensed Materials solely and exclusively to develop tools that generate applications that execute solely and exclusively on TI Devices (all such tools developed using the Licensed Materials, referred to as a “Derived Licensee Solution”). You acknowledge and agree that use of the Licensed Materials to modify, develop or otherwise create or generate any tools or applications that execute on devices manufactured by or for an entity other than TI, is a breach of this Agreement and requires a separate license from TI. You also acknowledge that it is a material breach of this license to use the Licensed Materials to assist in the design, development or verification of a processor that is instruction set compatible with a TI Device.
- b. **Distribution License.** Subject to the terms of this Agreement, TI grants to you for the term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, license to make, use, sell, offer to sell, import, export and otherwise distribute Derived Licensee Solutions, provided that you restrict your customers’ use of such Derived Licensee Solutions to generating applications that execute solely and exclusively on TI Devices. Moreover, you acknowledge and agree that all Derived Licensee Solution licenses you grant to your customers shall be under a written or enforceable agreement and that you will use your best efforts to ensure that your customers use such Derived Licensee Solution to generate applications that execute solely and exclusively on TI Devices and not on devices manufactured by or for an entity other than TI.

- c. **Restrictions.** This license is for a single-user host computer. You may not install the Licensed Materials on a network server or otherwise use the Licensed Materials on more than one host computer at the same time. You may either make one copy of the Licensed Materials for archival purposes or copy the Licensed Materials to another medium and keep the original Licensed Materials for archival purposes. In no event may you use two copies or versions of the Licensed Materials on more than one host computer at the same time. You may not distribute, publish, rent or lease the Licensed Materials or transfer or assign this Agreement without TI's prior written permission and you may not sub-license the Licensed Materials except as otherwise provided herein. You shall maintain the source code portions of the Licensed Materials under password control protection at a secure location and shall not disclose such source code portions of the Licensed Materials, or any portion or derivative thereof, to any third parties. You shall not (i) incorporate, combine, or distribute the Licensed Materials, or any derivative thereof, with any Public Software, or (ii) use Public Software in the development of any derivatives of the Licensed Materials, each in such a way that would cause the Licensed Materials, or any derivative thereof, to be subject to all or part of the license obligations or other intellectual property related terms with respect to such Public Software, including but not limited to, the obligations that the Licensed Materials, or any derivative thereof, incorporated into, combined, or distributed with such Public Software (x) be disclosed or distributed in source code form, be licensed for the purpose of making derivatives of such software, or be redistributed free of charge, contrary to the terms and conditions of this Agreement, or (y) be otherwise used or distributed in a manner contrary to the terms and conditions of this Agreement. As used in this Section 1(c), "Public Software" means any software that contains, or is derived in whole or in part from, any software distributed as open source software, including but not limited to software licensed under the following or similar models: (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (B) the Artistic License (e.g., PERL), (C) the Mozilla Public License, (D) the Netscape Public License, (E) the Sun Community Source License (SCSL), (F) the Sun Industry Standards Source License (SISL), (G) the Apache Server license, (H) QT Free Edition License, (I) IBM Public License, and (J) BitKeeper.
- d. **Limited License and Covenant not to Sue.** Continuing for the term of this Agreement, you hereby grant to TI under any of your patents embodied in the Licensed Materials a non-transferable, non-exclusive, non-assignable, worldwide, fully paid-up, royalty-free license to make, use, sell, offer to sell, import, export and otherwise distribute such Licensed Materials. You covenant not to sue or otherwise assert Derived Patents against TI and TI's affiliates and their licensees of the Licensed Materials. In the event you assign a Derived Patent, you shall require as a condition of any such assignment that the assignee agree to be bound by the provisions in this Section 1(d) with respect to such Derived Patent. Any attempted assignment or transfer in violation of this Section 1(d) shall be null and void. For purposes of this Agreement, "Derived Patents" means any of your patents issuing from a patent application that discloses and claims an invention conceived of by you after delivery of the Licensed Materials, and derived by you from your access to the Licensed Materials.
- e. **No Other License.** Notwithstanding anything to the contrary, nothing in this Agreement shall be construed as a license to any TI intellectual property rights other than those rights embodied in the Licensed Materials provided to you by TI. EXCEPT AS PROVIDED HEREIN, NO OTHER LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.

- f. **Termination.** This Agreement is effective until terminated. TI may, in its sole discretion, terminate this Agreement at any time upon providing you with thirty (30) days prior written notice of such decision. (If TI terminates this Agreement pursuant to the previous sentence before the Agreement has been in effect at least one (1) year, TI will refund a pro rata portion of the fees paid to TI by you based on such fees being paid solely for a one (1) year license period.) You may terminate this Agreement at any time by written notice to TI. Additionally, without prejudice to any other rights, if you fail to comply with the terms of this Agreement, TI may terminate your right to use the Licensed Materials. Upon termination of this Agreement, you will destroy any and all copies of the Licensed Materials in your possession, custody or control and provide to TI a written statement signed by your authorized representative certifying such destruction.
2. **Licensed Materials Ownership.** The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. Subject to the licenses granted to you pursuant to this Agreement, TI and its licensors' own and shall continue to own all right, title, and interest in and to the Licensed Materials, including all copies thereof. You agree that all fixes, modifications and improvements to the Licensed Materials conceived of or made by TI that are based, either in whole or in part, on your feedback, suggestions or recommendations are the exclusive property of TI and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Materials will vest solely in TI.
3. **Intellectual Property Rights.** The Licensed Materials contain copyrighted material, trade secrets and other proprietary information of TI and its licensors and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect TI's and its licensors' rights in the Licensed Materials provided in an object code only format, you agree not to "unlock", decompile, reverse engineer, disassemble or otherwise translate any such object code portions of the Licensed Materials to a human-perceivable form nor to permit any person or entity, including but not limited to your sub-licensees, to do so. You and your sub-licensees shall not remove, alter, cover, or obscure any confidentiality, trade secret, proprietary, or copyright notices, trademarks, proprietary, patent, or other identifying marks or designs from any component of the Licensed Materials and you shall reproduce and include in all copies of the Licensed Materials the copyright notice(s) and proprietary legend(s) of TI and its licensors as they appear in the Licensed Materials. TI reserves all rights not specifically granted under this Agreement.
4. **Upgrades and Updates.** TI shall have no obligation to provide you with any updates or upgrades to the Licensed Materials. However, TI may, from time to time and in its sole discretion, make available to you updates or upgrades to the Licensed Materials. Updates and upgrades provided to you will be subject to the terms and conditions set forth in this Agreement.
5. **Reports.** You agree to furnish to TI verbal and written reports containing failure logs and error and bug reports as related to the Licensed Materials.
6. **Confidential Information.** You acknowledge and agree that the Licensed Materials contain trade secrets and other confidential information of TI. You agree to use the Licensed Materials solely within the scope of the licenses set forth herein, to employ reasonable security precautions to maintain such trade secrets and confidential information in strict confidence, and to prevent disclosure of the Licensed Materials to any third party, except as specifically authorized under this Agreement. You shall ensure that you use the same degree of care to prevent the unauthorized use,

dissemination, or publication of the Licensed Materials as you use to protect your own confidential information, but in no event shall the safeguards for protecting such Licensed Materials be less than a reasonably prudent business would exercise. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials and to diligently take steps to enforce such agreements in this respect. You may only allow your employees access to the source code portions of the Licensed Materials, no contractors or other third parties shall be given access to such source code. TI agrees that the employment agreements used in the normal course of your business shall satisfy the requirements of this section. TI may disclose your contact information to TI's applicable licensors.

- 7. Warranties and Limitations.** THE LICENSED MATERIALS ARE PROVIDED "AS IS". TI MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING YOUR PRODUCTS.

IN NO EVENT SHALL TI, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED MATERIALS, REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS EXCEED THE GREATER OF FIVE HUNDRED U.S. DOLLARS (US\$500) OR THE FEES PAID TO TI BY YOU FOR THE LICENSED MATERIALS UNDER THIS AGREEMENT.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

- 8. Indemnification Disclaimer.** YOU ACKNOWLEDGE AND AGREE THAT TI SHALL NOT BE LIABLE FOR AND SHALL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR USE OF THE LICENSED MATERIALS.
- 9. Export Control.** You hereby acknowledge that the Licensed Materials are subject to export control under the U.S. Commerce Department's Export Administration Regulations ("EAR"). You further hereby acknowledge and agree that unless prior authorization is obtained from the U.S. Commerce Department, neither you nor your customers will export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the EAR), received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export, or release of the technology, software, or software source code, or direct product is prohibited by the EAR. You agree that none of the Licensed Materials may be downloaded or otherwise exported or re-exported

(i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria or any other country the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Person List or Entity List. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you will not use or transfer the Licensed Materials for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license.

**10. Governing Law and Severability.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict of laws principles. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). The parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within the courts located in the State of Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive relief in any United States or foreign court.

**11. Entire Agreement.** This is the entire Agreement between you and TI and supersedes any prior agreement between the parties related to the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective software license agreement relating to the subject matter hereof will supersede the terms of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of TI. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.