

Source and Object Code Software License Agreement

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f. Termination. This Agreement is effective on the date the Licensed Materials are delivered to you together with this Agreement and will remain in full force and effect until terminated. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, if you fail to comply with the terms of this Agreement or you are acquired, TI may terminate your right to use the Licensed Materials upon written notice to you. 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. Except for Sections 1(a), 1(b) and 1(d), all provisions of this Agreement shall survive termination of this Agreement.

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4. Audit Right. At TI's request, and within thirty (30) calendar days after receiving written notice, you shall permit an internal or independent auditor selected by TI to have access, no more than twice each calendar year (unless the immediately preceding audit revealed a discrepancy) and during your regular business hours, to all of your equipment, records, and documents as may contain information bearing upon the use of the Licensed Materials. You shall keep full, complete, clear and accurate records with respect to product sales and distributions for a period beginning with the then-current calendar year and going back three (3) years.

5. Confidential Information. You acknowledge and agree that the Licensed Materials contain trade secrets and other confidential information of TI and its licensors. You agree to use the Licensed Materials solely within the scope of the licenses set forth herein, to maintain the Licensed Materials in strict confidence, to use at least the same procedures and degree of care that you use to prevent disclosure of your own confidential information of like importance but in no instance less than reasonable care, and to prevent disclosure of the Licensed Materials to any third party, except as may be necessary and required in connection with your rights and obligations hereunder; provided, however, that you may not provide the Licensed Materials to any business organization or group within your company or to customers or contractors that design or manufacture semiconductors unless TI gives written consent. 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. TI may disclose your contact information to TI's licensors.

6. Warranties and Limitations. THE LICENSED MATERIALS ARE PROVIDED "AS IS". FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. YOU AGREE THAT PRIOR TO USING, INCORPORATING OR DISTRIBUTING THE LICENSED MATERIALS IN OR WITH ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF THE LICENSED MATERIALS IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES.

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7. 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 MANUFACTURE, USE, OR DISTRIBUTION OF THE LICENSED MATERIALS OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS.

8. No Technical Support. TI and its licensors are under no obligation to install, maintain or support the Licensed Materials.

9. Notices. All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8725, Dallas, Texas 75243, Attention: Contracts Manager – Embedded Processing, with a copy to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department – Embedded Processing. All notices shall be deemed served when received by TI.

10. High-Risk Applications.

a. Safety-Critical Applications. Licensed Materials promoted for safety applications are designed and intended to assist you in your efforts to develop and create applications that comply with the requirements of certain safety standards. However, your use of the Licensed Materials does not ensure that your application will meet the requirements of such safety standards or that it will qualify for certification to any particular safety standard. Furthermore, you remain responsible for using your knowledge and independent judgment to determine the requirements for performance and testing of your applications as may be (i) required to meet applicable state, national, international and regulatory safety standards, or (ii) required or recommended by functional safety standards. Licensed Materials that are not promoted for safety applications are not designed or intended for use in safety-critical applications and any such use is at your own risk.

b. Indemnification. If you use the Licensed Materials in a safety critical application, or any other application where the failure of such application could lead to death, personal injury, or severe physical, property, or environmental damage, you will defend, indemnify, and hold TI harmless against any and all loss, liability, cost, or damage that TI incurs as a result of such use.

11. Export Control.

a. The Licensed Materials are subject to U.S. export controls and sanctions, the most important of which are administered by the Commerce Department's Bureau of Industry and Security ("BIS") under its Export Administration

Regulations ("EAR") (15 Code of Federal Regulations Parts 730-774) and the Treasury Department's Office of Foreign Assets Control ("OFAC") under its Foreign Assets Control Regulations (31 Code of Federal Regulations Part 500). You will comply, and will ensure that your subsidiaries comply, with all applicable laws and regulations whenever you export, re-export, or transfer the Licensed Materials. The Licensed Materials may not be exported, re-exported, transferred, or resold to a person or entity barred by the U.S. Government (collectively, "Denied Persons") from participating in export activities. Denied Persons include, but are not limited to, those individuals or entities listed on the Commerce Department's Denied Persons List, the Commerce Department's Entity List, the Directorate of Defense Trade Controls' List of Statutorily Debarred Parties, and the Treasury Department's List of Specially Designated Nationals.

b. Unless prior authorization is obtained from BIS, OFAC, or any other responsible U.S. Government agency, neither you nor your subsidiaries shall (i) sell, export, re-export, transfer, resale or release, directly or indirectly (including, without limitation, by permitting the Licensed Materials to be downloaded), any technology, software, or software source code, received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code to any U.S. embargoed, sanctioned, or restricted destinations as defined in EAR Supplement No. 1 to Part 740, Country Group E, or to any entities or enterprises listed in EAR Supplement No. 4 to Part 744; or (ii) export, re-export, transfer, release, purchase, or resale for a military end-use or to a military end-user in a country listed in EAR Supplement No. 1 to Part 740, Country Group D1. "Military end-use" means incorporation into a military item described on the U.S. Munitions List ("USML") (22 Code of Federal Regulations Part 121, International Traffic in Arms Regulations) or the International Munitions List ("IML") (as set out on the Wassenaar Arrangement website at www.wassenaar.org); or commodities classified under Export Control Classification Numbers ("ECCNs") ending in "A018" or under "600 series" ECCNs. "Military end-user" means the national armed services (e.g., army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support a military end-use. The Licensed Materials may not be exported, re-exported, transferred, or resold, directly or indirectly, for the design, development, fabrication, or use of nuclear, chemical, or biological weapons, or missile technology without U.S. Government authorization.

c. You will observe all other applicable restrictions concerning other end-uses/end-users according to other laws and regulations (e.g., European Commission regulations or any other national regulations). Further, you will obtain any necessary export authorization prior to the exportation, re-exportation, or transfer of any Licensed Materials acquired from TI under this Agreement. Each party will secure, at its own expense, such authorization and export and import documents as are necessary for each respective party to fulfill its obligations under this Agreement. Any software export classification made by TI shall be for TI's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such software or whether an export authorization is required for the exportation of such software. If you violate any of your obligations under this Section, TI may terminate, cancel, or otherwise be excused from performing any obligations it may have under this Agreement.

d. All obligations under this section shall survive termination of this Agreement.

12. Governing Law and Severability; Waiver. 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. Failure by TI to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision in this Agreement or any other agreement that may be in place between the parties.

13. PRC Provisions. If you are located in the People's Republic of China ("PRC") or if the Licensed Materials will be sent to the PRC, the following provisions shall apply:

a. *Registration Requirements.* You shall be solely responsible for performing all acts and obtaining all approvals that may be required in connection with this Agreement by the government of the PRC, including but not limited to

registering pursuant to, and otherwise complying with, the PRC Measures on the Administration of Software Products, Management Regulations on Technology Import-Export, and Technology Import and Export Contract Registration Management Rules. Upon receipt of such approvals from the government authorities, you shall forward evidence of all such approvals to TI for its records. In the event that you fail to obtain any such approval or registration, you shall be solely responsible for any and all losses, damages or costs resulting therefrom, and shall indemnify TI for all such losses, damages or costs.

b. *Governing Language.* This Agreement is written and executed in the English language and shall be authoritative and controlling, whether or not translated into a language other than English to comply with law or for reference purposes. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental laws, regulations or rules, you shall be solely responsible for creating such translation.

- 14. Contingencies.** TI shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond TI's reasonable control.
- 15. Entire Agreement.** This is the entire agreement between you and TI and this Agreement 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 and stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap, shall 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.