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“**Contractor**” shall mean only those individuals that are independent contractors of LICENSEE that: (i) need to access the Confidential Information in order to enable LICENSEE to pursue the Purpose, and (ii) are under the direct supervision and control of LICENSEE.

“**Feedback**” shall mean all suggestions, comments, feedback, ideas, or know-how (whether in oral or written form), relating to the Software, provided by You to LICENSOR during the Term of this Agreement.

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“**LICENSOR Product**” means either (1) in the case of any Software other than ARM Software, an integrated circuit or electronic circuit or device owned and/or licensed to LICENSOR or (a) in the case of the ARM Software, a LICENSOR Bluetooth low energy system-on-chip product; or (b) a Bluetooth low energy radio and a LICENSOR microcontroller product.

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“**Revisions**” means any revisions or modifications, to solely Source Code elements of the Software, made by You pursuant to Section 2.1 of this Agreement.

“**Software**” means the software, modifications, and updates thereto provided to You from LICENSOR, and all Revisions.

“**Source Code**” means the software in human-readable form, which when compiled, assembled, interpreted, pre-processed, post-processed, or translated becomes the Object Code of a software program, the Source Code for another compiler, assembler, interpreted, pre-processor, post processor, or translator, or results in the execution of the commands, statements, expressions, procedures,

functions, or instructions to the software program. Source Code also includes all logic diagrams, flow charts, developer comments, source files, header files, hypertext mark-ups, graphics, resource files, and webs pages concerning the relevant software.

**1. Agreement and Addenda.** In consideration for LICENSOR allowing you to access the Software, you are agreeing to be bound by the terms of this Agreement. If you do not agree to all of the terms of this Agreement, do not download or use the Software. This Agreement may include one or more Addenda, which are attached to this Agreement and incorporated herein for all purposes. The terms of any attached Addenda modify and supersede the terms of certain Sections of the main body of this Agreement, but only to the extent specifically set forth in any attached Addenda.

**2.1 License Grant.** LICENSOR grants to you, the non-exclusive, non-transferable, non-sublicensable right, solely for the Purpose, to:

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- (iii) distribute, solely in Object Code form, the Software and any Revisions to one or more third party manufacturing subcontractors for the purpose of manufacturing LICENSEE Products, under terms, conditions and restrictions which are at least as protective of the Software and of the intellectual property rights of LICENSOR and its licensors as the terms of this Agreement
- (iv) distribute, solely in Object Code form, the Software and any Revisions to end-users, provided the Software as distributed is incorporated in or bundled with a LICENSOR Product that is then incorporated into Your LICENSEE Product.

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**7. LIMITATION OF LIABILITY.** IN NO EVENT SHALL LICENSOR AND ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY SOFTWARE LICENSED HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, OR NEGLIGENCE EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM LIABILITY OF LICENSOR AND ITS LICENSORS SHALL BE LIMITED TO REFUND OF THE FEES PAID BY YOU (IF ANY) FOR THE SOFTWARE.

**8. Confidential Information.** Except as expressly provided by Clauses 8.1, 8.2 and 8.4, each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures that such party applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Confidential Information. The Confidential Information shall remain confidential unless disclosure of such Confidential Information falls into one of the excepted categories in Clause 8.4.

### **8.1 Permitted Disclosures to Contractors**

You shall have the right to disclose the LICENSOR Confidential Information only to Contractors provided that:

- (i) except as expressly provided below, You do not grant to any Contractor any license in respect of the LICENSOR Confidential Information; and
- (ii) You ensure that each Contractor;
  - (a) is subject to contractual obligations of confidentiality in respect of the LICENSOR Confidential Information which are no less restrictive than those stated in this License;
  - (b) is subject to a contractual obligation to use the LICENSOR Confidential Information solely for the purpose of enabling You to exercise the express licenses granted to You herein;
  - (c) is subject to a contractual obligation not to further distribute or disclose either or both the LICENSOR Confidential Information; and
  - (d) is subject to a contractual obligation to destroy, or return to You, any LICENSOR Confidential Information at earlier of (i) Contractor's provision of the applicable services to You, (ii) Contractor ceasing to be a Contractor as defined under this License, or (iii) the termination or expiration of this License.

Any breach of this License by a Contractor shall entitle LICENSOR to terminate this License in accordance with the provisions of Clause 13 as if You were the party in breach. Any termination of this License in accordance with the provisions of Clause 13 shall be effective in respect of You and Contractor. Any rights granted to Contractor hereunder shall automatically terminate upon Contractor ceasing to be a Contractor.

You shall hold LICENSOR harmless from and keep LICENSOR indemnified against all and any loss, liability, costs, damages, expenses (including the fees of lawyers and other professionals), suffered, incurred or sustained as a result of or in relation to any such breach. The foregoing indemnity obligations shall survive any termination or expiration of this License.

### **8.2 Permitted Disclosures**

Either party may disclose Confidential Information received from the other party in any the following circumstances:

- (i) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the party required to make the disclosure promptly notifies the other party upon learning of such requirement and has given the other party a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order);
- (ii) disclosure to nominated third parties under written authority from the original discloser of the Confidential Information;
- (iii) disclosure to the receiving party's legal counsel, accountants or professional advisors to the extent necessary for them to advise upon the interpretation or enforcement of this Agreement, provided that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this Agreement; or
- (iv) LICENSOR shall be permitted to disclose Your Confidential Information to Subsidiaries of LICENSOR subject to the same terms and conditions of confidentiality as are set out in this Agreement.

**8.3 Restricted Use.** You agree that You shall not use any of LICENSOR's Confidential Information other than pursuant to and in accordance with the exercise of any of the licenses granted under this Agreement. Without limiting the generality of the foregoing, You shall not use LICENSOR's Confidential Information: **(i)** for determining if any features, functions or processes provided by the Software or disclosed by the LICENSOR Confidential Information are covered by any patents or patent applications owned by You or a third party; or **(ii)** for developing technology or products which avoid any of LICENSOR's Intellectual Property licensed hereunder; or **(iii)** as a reference for modifying existing patents or patent applications or creating any continuation, continuation in part, or extension of existing patents or patent applications; or **(iv)** for generating data for publication or disclosure to third parties, which compares the performance or functionality of the Software with any other products created by You or a third party, without obtaining LICENSOR's prior written consent.

**8.4 Excepted Information.** The provisions of this Clause 8 shall not apply to information which:

- (i) is known to and has been reduced to tangible form by the receiving party prior to its receipt provided that such information is not already subject to any obligations of confidentiality; or
- (ii) is in the public domain at the time of receipt or later becomes part of the public domain without breach of the confidentiality obligations in this Agreement; or
- (iii) is received from a third party without any breach of any obligation of confidentiality in respect of such information provided that such information is not subject to any continuing obligations of confidentiality.

**9. High Risk Activities.** You acknowledge that the Software is not fault tolerant and is not designed, manufactured or intended by LICENSOR for incorporation into products intended for use or resale in on-line control equipment in hazardous, dangerous to life or potentially life-threatening environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of products could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). You specifically represent and warrant that you will not use the Software or any derivative work of the Software for High Risk Activities.

**10. Governing Law.** You agree that the statutes and laws of the United States and the State of Texas, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement or the Software. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or the Software must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**11. Trademarks.** You are not authorized to use any LICENSOR trademarks, brand names, or logos.

**12. Assignment of the Agreement.** This Agreement and any license granted hereunder to the LICENSEE may not be assigned, sub-licensed or otherwise transferred by the LICENSEE to any third party.

**13. Term and Termination.** Unless terminated in accordance with the provisions of this Clause 13, this Agreement and licenses granted hereunder shall continue in force until completion of the Purpose. LICENSOR may terminate this Agreement by written notice to the LICENSEE in the event of a breach by LICENSEE of any provisions of this Agreement.

Upon the earlier of expiration or termination of this Agreement or completion of the Purpose, the LICENSEE shall cease all use of the Software and LICENSOR Confidential Information, and LICENSEE shall either return or destroy and copies of the Software and LICENSOR Confidential Information in its possession at the date of expiration of termination as applicable.

**14. Entire Agreement.** This Agreement constitutes the entire agreement between you and LICENSOR regarding the subject matter of this Agreement, and supersedes all prior communications, negotiations, understandings, agreements or representations, either written or oral, if any. This Agreement may only be amended in a signed writing, duly executed by you and LICENSOR.

**15. Severability.** If any provision of this Agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this Agreement will be unimpaired and, unless a modification or replacement of the invalid or unenforceable provision is further held to deprive you or LICENSOR of a material benefit, in which case the Agreement will immediately terminate, the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the intention underlying the invalid or unenforceable provision.

**16. No Waiver.** The waiver by LICENSOR of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

## **ARM Limited Addendum**

The terms of this ARM Limited Addendum apply to any Software provided to You under this Agreement which is owned by ARM Limited or provided to Licensor by ARM Limited (“ARM Software”). To the extent not otherwise specifically modified or superseded by this ARM Addendum, the terms of the main body of the Agreement apply to the ARM Software, which ARM Software is treated as “Software” in the main body of the Agreement.

**1. Governing Law.** This Section 1 of this ARM Limited Addendum modifies the first sentence of Section 10 of the Agreement with respect to the ARM Software only, as follows: “You agree that the statutes and laws of the United States and the State of Texas, USA, without regard to conflicts of laws principles, will apply to all matters relating to this Agreement; provided that the statutes and laws of the State of California, USA, without regard to conflicts of laws principles, will apply to all matters relating to the ARM Software.”

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The terms of this CEVA Addendum apply to any Software provided to You under this Agreement which is owned by CEVA or its affiliates (including RivieraWaves SAS, CEVA Technologies Inc., and CEVA D.S.P. Ltd.) or provided to Licensor by CEVA or its affiliates (“CEVA Software”). To the extent not otherwise specifically modified or superseded by this CEVA Addendum, the terms of the main body of the Agreement apply to the CEVA Software, which CEVA Software is treated as “Software” in the main body of the Agreement.

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