STRETCH SDK AND RDK LICENSE AGREEMENT

THIS SDK AND RDK LICENSE AGREEMENT ("**Agreement**") is a legal contract between you and Stretch, Inc. ("**Stretch**"). The right to use the Licensed Program is granted only upon the condition that you agree to the following terms and conditions. If you do not agree to the provisions of this Agreement, then Stretch is unwilling to license the Licensed Program to you under this Agreement, in which case you must refrain from downloading, installing, or using the Licensed Program made available with this Agreement and destroy all copies of thereof, and upon proof thereof Stretch will refund to you the license fee you paid for the Licensed Program.

PLEASE CAREFULLY READ THE PROVISIONS OF THIS AGREEMENT SET FORTH BELOW BEFORE CLICKING ON THE "I AGREE" BUTTON, BREAKING THE SEAL ON THE CD PROVIDED TO YOU, OR DOWLOADING, INSTALLING, OR USING THE LICENSED PROGRAM.

WHEN YOU EITHER CLICK ON THE "I AGREE" BUTTON, BREAK THE SEAL ON THE CD PROVIDED TO YOU, OR OTHERWISE DOWNLOAD, INSTALL, OR USE THE LICENSED PROGRAM (WHICHEVER COMES FIRST) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT. YOU ALSO REPRESENT THAT YOU POSSESS THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY OR PERSON.

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1.   **DEFINITIONS.** For purposes of this Agreement, the following terms will have the following meanings:

1.1   **"Designated Equipment"** means a computer workstation that: (a) is owned or leased by Licensee; (b) is within Licensee's possession and control; (c) is identified in the relevant Order by manufacturer, make, model, and serial number or host I.D. number; and (d) has the configuration, capacity, operating software version level and pre-requisite and co-requisite applications, prescribed in the Documentation as necessary for the Licensed Program's operation.

1.2   **"Designated Site"** means the specific address and physical location of the Licensee's facility identified in the Order, where the Designated Equipment is physically located.

1.3   **"Documentation"** means the standard end-user technical documentation, specifications, materials and other information Stretch generally supplies with the Licensed Program. Advertising and marketing materials are not Documentation.

1.4   **"Distribution Period"** means a period of time commencing on the date specified in the Order (or the date that the particular Licensed Program is furnished or made available by Stretch for production and distribution purposes, if earlier) and continuing in perpetuity thereafter, unless earlier terminated as provided herein, for which Licensee is licensed under this Agreement to Use a Licensed Program for production and distribution purposes as specified in Section 2.1 and Section 2.2. If the Order does not specify a Distribution Period or if Licensee has not paid the applicable fee for a Distribution Period for a particular Licensed Program, there will be no Distribution Period under this Agreement unless Licensee places a separate Order and pays the applicable fee before the end of the Evaluation Period.

1.5   **"Evaluation Period"** means the period of time, specified in the Order or other documentation or notice from Stretch, from the date that the particular Licensed Program is furnished or made available by Stretch for which Licensee will be licensed under this Agreement to Use a Licensed Program for evaluation purposes only, as specified in Section 2.1. If the Order, documentation or notice does not specify the duration of an Evaluation Period, the Evaluation Period will be from the date that the particular Licensed Program is furnished or made available by Stretch and continuing in perpetuity thereafter.

1.6   **"Licensee"** means the legal entity or person identified on the Order as the purchaser of the license to the Licensed Program.

1.7   **"Licensee Application"** means a software application developed by Licensee to run on a Stretch Product.

1.8   "**Licensed Program**" means each copy of an SDK and/or RDK , to the extent specified in the Order, delivered to Licensee by Stretch under this Agreement, which versions are specified in the Order and designed for Use with Stretch

Products purchased by Licensee. The Licensed Program expressly excludes the "Open Source Software" as defined in Section 2.5, and any other third party software which is designated as such and which is subject to the terms of conditions of the applicable third party license agreement, including, without limitation, the Micrium uC/OS II operating system, TCP/IP stack software and all other Micrium supplied object files included in the RDK.

1.9 **"License Key"** means the license key or other code furnished by Stretch that is required to download or Use a Licensed Program.

1.10 **"License Term"** means either the Evaluation Period and/or the Distribution Period, as applicable, for a particular Licensed Program.

1.11 **"Order"** means the written quotation, purchase order, sales acknowledgment or similar documentation pursuant to which Licensee acquires an evaluation and/or distribution license to a particular Licensed Program, which includes information regarding the particular Licensed Program and type of license purchased, the identity of Licensee, the fees payable for the Evaluation period and/or the Distribution Period and (if applicable) the equipment and site on which the Licensed Program will be operated.

1.12 **"RDK"** means a Stretch Reference Design Kit software and hardware product designed to implement certain functionality with respect to Stretch Products and which may include, but is not limited to, an SDK, example source code, reference schematics, printed circuit board/gerber layout files and bill of materials.

1.13 **"Redistributables"** means certain peripheral drivers, BIOS code, sample code, algorithms, or other software and accompanying Documentation, including, without limitation, the bitstream programming and related output files generated from or by the Licensed Program, that are (a) included in and with the Licensed Program, and (b) specifically designated as "Redistributables" by Stretch in the comments to the applicable source code or in a "README" file provided with the Licensed Program.

1.14 **"SDK"** means a Stretch Software Design Kit software product designed to implement certain functionality with respect to Stretch Products which includes, but is not limited to, certain binary libraries software with application programming interfaces (or APIs).

1.15 **"Stretch Products"** means any semiconductor products designed or manufactured by or on behalf of Stretch.

1.16 **"Use"** means to cause the Designated System to execute the Licensed Program in accordance with the Documentation or to make use of any Documentation or related materials in connection with the execution of the Licensed Program.

1.17 **"User"** means Licensee's employee or independent contractor that is working at the Designated Site for Licensee and has been authorized by Licensee to Use the Licensed Program solely in connection with Licensee's own internal business purposes and in a manner permitted under this Agreement. Licensee shall be liable for the compliance with this Agreement by all Users.

2. **LICENSE**

2.1 **License Grant**. Subject to the terms and conditions of this Agreement, and subject to Licensee's payment of the fees set forth in the Order, Stretch hereby grants Licensee a personal, non-transferable, non-exclusive, limited license, without right of sublicense, to Use each Licensed Program, including copying, modifying and creating derivative works of the Redistributables, during its applicable License Term, solely for its own internal business purposes and solely to develop Licensee Applications for implementation within Stretch Products. To the extent that a Designated Site and a Designated Equipment are specified in an Order, the Licensed Program shall only be Used at the Designated Site, and each Licensed Program may only be used on one unit of Designated Equipment at a time. Licensee may Use the Documentation at a Designated Site and copy the Documentation as reasonably necessary in connection with Licensee's licensed Use of the Licensed Program and, as to the RDK, development and production of hardware related to and supporting Licensee Applications . LICENSEE ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT GRANT ANY LICENSE TO USE OR CONFORM TO ANY STANDARDS PROMULGATED, REVISED OR MAINTAINED BY A STANDARDS ORGANIZATION, STANDARDS BODIES OR SIMILAR PRIVATE OR PUBLIC ORGANIZATION, INCLUDING, WITHOUT LIMITATION, THE MPEG-1 AUDIO LAYER 3 (OR MP3) STANDARD AND VARIOUS STANDARDS

PROMULGATED BY THE MPEG LICENSING AUTHORITY, LLC (OR MPEG LA), AND FOR WHICH IT IS THE SOLE RESPONSILBIITY OF LICENSEE TO OBTAIN A LICENSEE AND PAY THE APPLICABLE FEES.

2.2   Redistributables. In addition to the license granted in Section 2.1, subject to the terms and conditions of this Agreement, Stretch hereby grants Licensee a personal, non-transferable, non-exclusive, limited license, without right of sublicense, only during the Distribution Period (if any) for a particular Licensed Program to distribute and have distributed (a) the Redistributables, in machine-executable form only, to end-user customers, solely as components of Licensee Applications as implemented within Stretch Products (except that any software expressly and specifically intended to be operated on end customer's host computers are not required to be distributed as implemented within Stretch Products, such as any operating system drivers), and (b) as to the RDK only, hardware related to and supporting Licensee Applications . These rights apply only to Redistributables and to no other file, library, source code or other component or derivative work of the Licensed Program. Regardless of any modifications that Licensee makes to Licensee Applications and regardless of how Licensee might compile, link, or package Licensee Applications: (w) unless Stretch otherwise agrees in writing, Licensee may not permit Licensee's customers or other third parties to modify or further distribute Redistributables or use Redistributables in any program that they create except as part of the Licensee Applications; (x) Licensee may not use Stretch's or any of its licensors' or suppliers' names, logos, or trademarks to market Licensee Applications, (y) Licensee may not incorporate or distribute a Redistributable with a Licensee Application or other program that functions as a general purpose development tool, library, or component; and (z) Licensee may only distribute Redistributables with Licensee Applications that add primary and substantial functionality to the Redistributables and are not merely a set or subset of any of the Redistributables, and that are created in accordance with the terms of this Agreement.

2.3   License Restrictions. Licensee acknowledges that the Licensed Program and its structure, organization, source code, and Documentation contain valuable trade secrets of Stretch and its licensors and suppliers. Accordingly, Licensee shall not: (a) use or copy the Licensed Program or Documentation except as expressly permitted under Section 2.1 and 2.2; (b) separate the component programs of the Licensed Program for use on different computers; (c) adapt, alter, publicly display, publicly perform, translate, create derivative works of, or otherwise modify the Licensed Program or Documentation (except as permitted for Redistributables under Section 2.2) or any portion thereof; (d) sublicense, lease, rent, loan, distribute, or transfer any portion of the Licensed Program or Documentation or any portion thereof to any third party (except as permitted for Redistributables under Section 2.2); (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Licensed Program or Documentation or any portion thereof that it provided in binary or machine-executable form only; (f) remove, alter or obscure any copyright or other proprietary notices on the Licensed Program or Documentation; or (g) allow any third party to access or use the Licensed Program or Documentation, including any use in any application service provider environment, service bureau, or time-sharing arrangements. Licensee will reproduce on each such copy all notices of patent, copyright, trademark or trade secret, or other notices placed on such Software by Stretch or its licensors or suppliers. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSEE IS EXPRESSLY PROHIBITED FROM USING THE LICENSED PROGRAM   WITH   OR   TO PROGRAM PROGRAMMABLE LOGIC DEVICES, DIGITAL SIGNAL PROCESSORS, APPLICATION SPECIFIC INTEGRATED CIRCUITS, MICROPROCESSORS, MICROCONTROLLERS OR ANY OTHER SEMICONDUCTOR DEVICE MANUFACTURED BY ANY COMPANY OR ENTITY OTHER THAN STRETCH.

2.4   Confidentiality. Licensee agrees that Licensee will hold the Licensed Program and Documentation and related information (collectively, "Confidential Information") in strict confidence and will not disclose Confidential Information to any third party (except as expressly permitted in this Agreement). Licensee will use the same efforts to protect the Confidential Information from unauthorized access, reproduction, disclosure, or use as it uses in connection with its own information of a similar nature. In the event Licensee becomes aware of any unauthorized use or disclosure of Confidential Information, Licensee will notify Stretch immediately in writing and will give full cooperation to minimize the effects of such unauthorized use or disclosure. The Confidential Information will be used and stored only at the Designated Site. Licensee will grant access to the Confidential Information only to employees and independent contractors of Licensee who (a) have a need for access to the Confidential Information for their duties to Licensee and (b) have executed a written agreement with Licensee that requires the employee or contractor to protect third party confidential information on terms at least as protective as the terms of this Agreement. Licensee will ensure that its employees and contractors comply with the terms and conditions of this Agreement with respect to the Licensed Program and Documentation.

2.5   Open Source Software. Certain items of software included with, but not as part of, the Licensed Program are subject to the GNU General Public License ("GPL"), the Lesser GNU General Public License ("LGPL"), or other "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this Agreement other than this Section 2.5. Instead, each item of Open Source Software is licensed under the terms of the applicable end-user license that accompanies such

Open Source Software. Nothing in this document limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. In particular, nothing in this document restricts your right to copy, modify, and distribute the Open Source Software that is subject to the terms of the GPL and LGPL. As required by the terms of the GPL and LGPL, Stretch makes the Open Source Software provided under the GPL and LGPL, and Stretch's modifications to that Open Source Software, available by written request at the notice address below.

2.6   Maintenance and Upgrades. Except as specified in an Order, Stretch shall, for a period of one (1) year after the commencement of the earlier of the Evaluation Period or the Distribution Period, as applicable ("Maintenance Period"), provide Licensee with fixes, upgrades and other updates to the Licensed Program that Stretch chooses to make generally available to its customers without a separate charge, and use reasonable efforts to respond by telephone or email to inquiries from Licensee. The licenses in this Agreement are granted only for the version of the Licensed Program initially delivered to Licensee as well as any versions provided during the Maintenance Period.

2.7   License Keys. Licensee acknowledges that the binary or machine-executable portions of the Licensed Program may require License Keys in order for Licensee to install and/or Use the Licensed Program. Such License Keys may also control continued access to, and Use of, the Licensed Program, and may prevent the use of the Licensed Program on any systems except a Designated System. Licensee will not disclose the License Keys or information about the License Keys to any third party. Licensee shall not use any Licensed Program except pursuant to specific License Keys issued by Stretch that authorizes such Use.

2.8   License Fees. In consideration of the license granted by Stretch under this Section 2 and other rights granted under this Agreement, Licensee shall pay the license fees for the particular type of license (e.g., for an Evaluation Period or for a Distribution Period) for a particular Licensed Program specified in an Order. Licensee shall pay all taxes and duties associated with this Agreement and the grant of the licenses herein, other than taxes based on Stretch's income.

3.   PROPRIETARY RIGHTS. The Licensed Program and Documentation is licensed and not sold to Licensee, and no title or ownership to such Licensed Program or Documentation, or the intellectual property rights embodied therein passes as a result of this Agreement or any act pursuant to this Agreement. The Licensed Program and Documentation, and all intellectual property rights therein, are the exclusive property of Stretch and its licensors and suppliers, and all rights in and to the Licensed Program and Documentation not expressly granted to Licensee in this Agreement are reserved. Stretch owns all copies and embodiments of the Licensed Program and Documentation, however made. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any existing or future patents of Stretch, except to the extent necessary for Licensee to exercise the licenses expressly granted as to the Licensed Program and the Documentation as expressly permitted under this Agreement.

4.   TERM AND TERMINATION. The term of this Agreement will commence upon your clicking of the "**I AGREE**" button and, unless earlier terminated as provided in this Section 4, will terminate automatically upon expiration of the applicable License Term. This Agreement will immediately terminate upon Licensee's breach of this Agreement, unless such breach is curable and is actually and immediately cured by Licensee after Stretch provides notice of breach to Licensee. Termination of this Agreement will automatically terminate all licenses granted hereunder. Upon the expiration or termination of this Agreement or any license granted hereunder, Licensee will discontinue all use of the Licensed Program and Documentation, promptly destroy the Licensed Program and Documentation, and any copies thereof, and, upon request by Stretch, certify in writing to Stretch that such destruction has taken place; provided, however, that end users of the Redistributables (as incorporated into a Licensee Application implemented within Stretch Products) may continue to use such Redistributables to the extent received from Licensee prior to the termination. Sections 1, 2.3, 2.4, 2.5, 2.6, 3, 4, 5.2, and 7-14 shall survive any such expiration or termination.

5.   WARRANTY; DISCLAIMER.

5.1   Limited Performance Warranty. For a period of ninety (90) days after the commencement of the License Period (the "Warranty Period"), Stretch warrants that the Licensed Program, when used unmodified as permitted under this Agreement and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. Stretch does not warrant that Licensee's use of the Licensed Program will be error-free or uninterrupted. Stretch will, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct (by providing a software fix or workaround) any reproducible error in the Licensed Program reported to Stretch by Licensee in writing during the Warranty Period or, if Stretch determines that it is unable to correct the error, Stretch will refund to Licensee all license fees actually paid for the affected Licensed Program in

the prior 12-month period, in which case this Agreement and Licensee's right to use the Licensed Program will be terminated. Any such error correction provided to Licensee will not extend the original Warranty Period. Any modification of the Licensed Program by anyone other than Stretch or its authorized contractors, and any use of the Licensed Program not in accordance with the Documentation, will void the foregoing warranty.

5.2 DISCLAIMER. EXCEPT FOR THE WARRANTY MADE BY STRETCH AS EXPRESSLY PROVIDED IN SECTION 5.1, ALL PRODUCTS AND SERVICES FURNISHED BY STRETCH HEREUNDER ARE PROVIDED "AS IS," AND NEITHER STRETCH NOR ITS LICENSORS OR SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY LICENSED PROGRAM, DOCUMENTATION, OR OTHER PRODUCT OR SERVICE. STRETCH AND ITS LICENSORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, INCLUDING ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY ORAL OR WRITTEN INFORMATION OR ADVICE, WHETHER GIVEN BY STRETCH, ITS LICENSORS, SUPPLIERS, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES.

6. INFRINGEMENT CLAIMS. Stretch will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Licensed Program directly infringes such third party's U.S. patents or copyrights or misappropriates such third party's trade secrets, and Stretch will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee notifying Stretch promptly in writing of such action, Licensee giving Stretch sole control of the defense thereof and any related settlement negotiations, and Licensee cooperating with Stretch and, at Stretch's request and expense, assisting in such defense. If the Licensed Program becomes, or in Stretch's opinion is likely to become, the subject of an infringement claim, Stretch may, at its option and expense, either (a) procure for Licensee the right to continue using the Licensed Program, (b) replace or modify the Licensed Program so that it becomes non-infringing, or (c) accept return of the Licensed Program and give Licensee a refund of the license fees paid by Licensee for the license to the affected Licensed Program less a reasonable allowance for the period of time Licensee has used the Licensed Program. Notwithstanding the foregoing, Stretch will have no obligations under this Section 6 or otherwise with respect to any infringement claim in whole or in part based upon (i) any use of the Licensed Program not in accordance with this Agreement or the Documentation or for purposes not intended by Stretch, (ii) any use of the Licensed Program in combination with other products, equipment, software, or data not supplied by Stretch, (iii) any use of any release of the Licensed Program other than the most current release made available to Licensee, (iv) any modification of the Licensed Program by any person other than Stretch or its authorized agents, (v) any direct, contributory or other infringement related to the Licensed Program, or the Use thereof, with respect to (including conformance to) any standards promulgated, revised or maintained by a standards organization, standards bodies or similar private or public organization, including, without limitation, the MPEG-1 Audio Layer 3 (or MP3) standard and various standards promulgated by the MPEG Licensing Authority, LLC (or MPEG LA), or (vi) any infringement by Licensee's own products or by Open Source Software. THIS SECTION 6 STATES STRETCH'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STRETCH OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO BUSINESS INFORMATION OR DATA OR OTHER PECUNIARY LOSS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED PROGRAM OR DOCUMENTATION, EVEN IF STRETCH OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STRETCH'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE) EXCEED THE AMOUNT OF THE LICENSE FEE PAID IN PRIOR 12-MONTH PERIOD BY LICENSEE FOR THE LICENSED PROGRAM GIVING RISE TO THE CLAIM. STRETCH'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY FOR DAMAGES WHATSOEVER. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND STRETCH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS AND EXCLUSIONS.

8. Compliance with Laws. Licensee acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Licensed Program, Documentation, and related technical information or materials. Licensee agrees that it will not export or re-export the

Licensed Program in any form in violation of the export or import laws of the United States or any foreign jurisdiction. Licensee will defend, indemnify, and hold harmless Stretch from and against any loss, cost, liability, and expense arising from or relating to a violation of such laws or regulations by Licensee or any of its agents, officers, directors, or employees.

9. Inspections. Licensee will permit Stretch or its representatives to review Licensee's relevant records and inspect Licensee's facilities to ensure compliance with this Agreement. Stretch will give Licensee at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Licensee's normal operations.

10. Assignments. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Licensed Program) to any third party without Stretch's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

11. U.S. Government End Users. If Licensee is a branch or agency of the United States Government, the following provision applies. The Licensed Program and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

12. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth below, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party. Notices to Stretch will be sent to Stretch, Inc., 777 E. Middlefield Road, Mountain View, CA 94043, Attention: Vice President, Marketing. Notices to Licensee will be sent to the address set forth in the Order.

13. Governing Law; Dispute Resolution and Arbitration. This Agreement will be governed by the laws of the State of California without reference to conflicts of law principles that would require the application of the laws of any other state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or the Licensed Program. THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THIS AGREEMENT. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute, or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the American Arbitration Association (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The arbitration hearing shall be held in Santa Clara County, California. The Arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version of this Agreement will control. Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; *provided, however,* the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator. Judgment on the award of the Arbitrator may be entered by any court of competent jurisdiction. **By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Provision, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.** Notwithstanding the foregoing, Stretch may proceed directly to any court of competent jurisdiction to seek protection or enforcement of its intellectual property rights and/or to seek injunctive relief or other equitable relief.

14. Miscellaneous. Except as provided in Sections 5 and 6, the parties' rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Licensed Program contains valuable trade secrets and proprietary information of Stretch, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to Stretch for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. All

waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Licensee agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 5. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to". This Agreement is prepared and executed and shall be interpreted in the English language only, and no translation of the Agreement into another language shall have any effect. If any legal action or proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. Additional or extended maintenance, support or other services may be available from Stretch under Stretch's then-current terms and conditions for a fee. Any such support or other services must be obtained by Licensee under a separate written agreement with Stretch. This Agreement (and those terms of an Order which are expressly incorporated herein) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. Except to the extent that the terms of an Order are expressly incorporated herein, the terms of any purchase order or similar document submitted by Licensee to Stretch will have no effect.

THE LICENSED PROGRAM AND DOCUMENTATION IS PROTECTED BY THE INTELLECTUAL PROPERTY LAWS OF THE UNITED STATES AND BY INTERNATIONAL TREATY. UNAUTHORIZED USE, REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

[I AGREE]   **[I DISAGREE]**