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complimentary cpss binary LICENSE AGREEMENT

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## Licensee hereby acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to Marvell in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Licensee agrees that, in addition to any other rights and remedies it may have, Marvell shall have the right to seek injunctive relief in any court of competent jurisdiction to enforce Licensee’s obligations under this Agreement.

## This Agreement shall be construed and governed by the laws of California, excluding its conflict of laws rules. The parties hereto consent to the jurisdiction of all the courts in California, and agree that, except for requests for injunctive relief pursuant to Section 10.2, venue shall lie exclusively in California. THE PARTIES EXCLUDE IN ITS ENTIRETY THE APPLICATION TO THIS AGREEMENT OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

## When any notice is required or authorized hereunder, such notice shall be given in writing by recognized delivery service or personal delivery addressed to the other party. Notices shall be sent to Licensee at the address set forth in the signature block hereof, and to Marvell at the address set forth in the introductory paragraph of this Agreement and Marvell International Ltd., c/o Marvell Semiconductor, Inc., 5488 Marvell Lane, Santa Clara, California 95054, U.S.A., Attn: Legal Department. Either party may change the address for notice hereunder by providing the other party with ten (10) days written notice thereof.

## The original of this Agreement has been written in the English language, and the governing language of this Agreement shall be English. Licensee hereby waives and agrees not to assert any right to have this Agreement written in the language of Licensee’s place of residence, if other than English.

## A waiver of any default hereunder or of any of the terms or conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.

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**Annex A**

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| **MARVELL PROPRIETARY DELIVERABLES** |  |
|  |  |
| MainPpDrv. |  |
| LUA CLI |  |
|  |  |
| FPA (C files) |  |
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**II.    OPEN SOURCE DELIVERABLES**

       The following are Open Source Deliverables which are included in the binary Software:

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| | **OPEN SOURCE DELIVERABLES** | **Provided to Licensee under License:** | **SUPPLIER** | | --- | --- | --- | | |  | | --- | | LUA common line interface (Original license –MIT) | | Marvell proprietary license | LUA | | Mini-XML (MIT license) | Marvell proprietary license | Mini-XML | | |  | | --- | | Regex (LGPL) | | LGPL | Regex | | AP/Micro-inet | FreeRTOS | Free RTOS | | AAPL | LGPL | Avago | | FPA h-files (Apache 2.0) | Apache | Marvell | |  |