

MSP430 Flasher Software Manifest**Legend (explanation of the fields in the Manifest Table below)**

Software Name	The name of the application or file
Version	Version of the application or file
License Type	Type of license(s) under which TI will be providing software to the licensee (e.g. BSD, GPLv2, TI TSPA License, TI Proprietary License). See Open Source Reference License Disclaimer in the Disclaimers Section.
Location	The directory name and path on the media (or in an archive) where the Software is located.
Delivered As	This field will either be "Source", "Binary" or "Source and Binary" and is the form the content of the Software is delivered in. If the Software is delivered in an archive format, this field applies to the contents of the archive. If the word Limited is used with Source, as in "Limited Source" or "Limited Source and Binary" then only portions of the Source for the application are provided.
Modified by TI	This field will either be "Yes" or "No". A "Yes" means TI has made changes to the Software. A "No" means TI has not made any changes. Note: This field is not applicable for Software "Obtained from" TI.
Obtained from	This field specifies from where or from whom TI obtained the Software. It may be a URL to an Open Source site, a 3 rd party licensor, or TI (if TI developed the software). If this field contains a link to Open Source software, the date TI downloaded the Software is also recorded. See Links Disclaimer in the Disclaimers Section.

DISCLAIMERS

Export Control Classification Number (ECCN)

Any use of ECCNs listed in the Manifest is at the user's risk and without recourse to TI. Your company, as the exporter of record, is responsible for determining the correct classification of any item at the time of export. Any export classification by TI of Software is 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 license or other documentation is required for exporting such Software.

Links in the Manifest

Any links appearing on this Manifest (for example in the "Obtained from" field) were verified at the time the Manifest was created. TI makes no guarantee that any listed links will remain active in the future.

Open Source License References

Your company is responsible for confirming the applicable license terms for any open source Software listed in this Manifest that was not "Obtained from" TI. Any open source license specified in this Manifest for Software that was not "Obtained from" TI is for TI's internal use only and shall not be construed as a representation or warranty regarding the proper open source license terms for such Software.

Export Information

ECCN for Software included in this release: **EAR99**

ECCN for Technology (e.g., user documentation, specifications) included in this release: **EAR99**

Manifest

See Legend above for a description of the columns and possible values.

Software Name	Version	License Type	Delivered As	Modified by TI		
MSP430 Flasher Binaries	1.3.3	BSD License	Binary	YES	Location	MSP430_Flasher\
					Obtained from	Texas Instruments
MSP430 Flasher Sources	1.3.3	BSD License	Source	YES	Location	MSP430_Flasher\src\
					Obtained from	Texas Instruments
MSP430.dll	3.4.3.4	TI Commercial	Binary	YES	Location	MSP430 Flasher\
					Obtained from	Texas Instruments
HIL.dll	1.2.6.0	TI Commercial	Binary	YES	Location	MSP430 Flasher\
					Obtained from	Texas Instruments
MSP430.lib	3.4.3.4	TI Commercial	Binary	YES	Location	MSP430 Flasher\src\lib\
					Obtained from	Texas Instruments
HIL.lib	1.2.6.0	TI Commercial	Binary	YES	Location	MSP430 Flasher\src\lib\
					Obtained from	Texas Instruments
MSP430 header files	3.4.3.4	BSD License	Source	YES	Location	MSP430 Flasher\src\include\
					Obtained from	Texas Instruments

Software Name	Version	License Type	Delivered As	Modified by TI		
boost	1.53	Boost Software License	Binary	NO	Location	MSP430_Flasher\MSP430.dll
					Obtained from	http://sourceforge.net/projects/boost/files/boost/1.44.0
libusb	1.0	LGPL 2.1	Binary	NO	Location	MSP430_Flasher\MSP430.dll
					Obtained from	http://libusb.org/
hidapi	0.7.0	BSD License	Binary	NO	Location	MSP430_Flasher\MSP430.dll
					Obtained from	Signal11 (http://www.signal11.us)
msinttypes	r26	BSD License	Binary	NO	Location	MSP430_Flasher\MSP430.dll
					Obtained from	http://code.google.com/p/msinttypes/downloads/detail?name=msinttypes-r26.zip
DriverX	4.0.8.1	3 rd Party Commercial SINGLE DEVELOPER END-USER LICENSE AGREEMENT	Binary	NO	Location	MSP430_Flasher\HIL.dll
					Obtained from	TETRADYNE SOFTWARE INC.

Credits

Note: Some open source licenses may require a specific credit or attribution in product documentation. Those credits should be listed here.

Licenses

Note: If the "Type of License(s)" field above lists any open source, TI TSPA or TI TSU licenses, the entire license must be attached or cut and pasted below (if cutting and pasting, be sure to include all terms of the license).

TI BSD License:

Copyright (C) Texas Instruments Incorporated - <http://www.ti.com/>

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of Texas Instruments Incorporated nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TI Commercial License

Source and Object Code Software License Agreement For MSP430 DLL

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 source and object code software 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 software programs (in whole or in part) that accompany this Agreement and which you access “on-line” and/or electronic documentation (in whole or in part) associated and provided with these programs, as well as any updates or upgrades to such software programs and documentation, if any, provided to you at TI’s sole discretion. The Licensed Materials are specifically designed and licensed for use solely and exclusively with processing devices

manufactured by or for TI ("TI Devices"). By installing, copying or otherwise using the Licensed Materials you agree to abide by the provisions set forth herein. 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.

Note Regarding Possible Access to Open Source Software: The Licensed Materials may be bundled with Open Source Software. "Open Source Software" means any software licensed under terms requiring that (A) other software ("Proprietary Software") incorporated, combined or distributed with such software or developed using such software: (i) be disclosed or distributed in source code form; or (ii) otherwise be licensed on terms inconsistent with the terms of this Agreement, including but not limited to permitting use of the Proprietary Software on or with devices other than TI Devices, or (B) require the owner of Proprietary Software to license any of its patents to users of the Open Source Software and/or Proprietary Software incorporated, combined or distributed with such Open Source Software or developed using such Open Source Software.

By accepting this Agreement, you may gain access to Open Source Software, in which case such Open Source Software will be listed in the applicable software manifest (in whole or in part, the "Open Source Materials"). Your use of the Open Source Materials is subject to the separate licensing terms applicable to such Open Source Materials as specified in the applicable software manifest. For clarification, this Agreement does not limit your rights under, or grant you rights that supersede, the license terms of any applicable Open Source Materials license agreement. If any of the Open Source Materials have been provided to you in object code only, TI will provide to you or show you where can access the source code versions of such Open Source Materials if you contact TI at Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8638, Dallas, Texas 75243, Attention: Contracts Manager. You may terminate this Agreement in the event you choose not to accept or agree with the terms in any applicable Open Source Materials license agreement, provided that such termination occurs within five (5) days of acceptance of this Agreement and you abide by all applicable license terms in this Agreement until such termination.

1. License Grant and Use Restrictions.

a. Licensed Materials License Grant.

i. Limited Source Code License. Subject to the terms of this Agreement, TI hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, non-sublicensable, fully paid-up and royalty-free license to make copies, prepare derivative works, display internally and use internally the Licensed Materials provided to you in source code for the sole purpose of developing object and executable versions of such Licensed Materials, or any derivative thereof, that execute solely and exclusively on TI Devices, for end use in Licensee Products, and maintaining and supporting such Licensed Materials, or any derivative thereof, and Licensee Products. For purposes of this Agreement, "Licensee Product" means a product that consists of both hardware, including one or more TI Devices, and software components, including only executable versions of the Licensed Materials that execute solely and exclusively on such TI Devices and not on devices manufactured by or for an entity other than TI.

ii. Object Code Evaluation, Testing and Use License. Subject to the terms of this Agreement, TI hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, non-sublicensable, fully paid-up and royalty free license under all TI intellectual property embodied in the Licensed Materials provided to you in object code to make copies, display internally, distribute internally and use internally the Licensed Materials provided to you for the sole purposes of evaluating and testing the Licensed Materials and designing and developing Licensee Products, and maintaining and supporting the Licensee Products.

iii. Demonstration License. Subject to the terms of this Agreement, TI hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, non-sublicensable, fully paid-up and royalty free license under all TI intellectual property embodied in the Licensed Materials to demonstrate to third parties the Licensed Materials, or any derivatives thereof, executing solely and exclusively on TI Devices as they are used in Licensee Products, provided that such Licensed Materials, or any derivatives thereof, are demonstrated in object or executable versions only.

iv. Production and Distribution License. Subject to the terms of this Agreement, TI hereby grants to you a non-transferable, non-exclusive, non-assignable, non-sublicensable, fully paid-up and royalty free license under all TI intellectual property embodied in the Licensed Materials to make, use, sell, offer to sell, import, export and otherwise distribute the Licensed Materials, or any derivatives thereof, as part of a Licensee Product, provided that such Licensee Products include only embedded executable copies of such Licensed Materials, or any derivatives thereof, that execute solely and exclusively on TI Devices in such Licensee Products.

b. Contractors and Suppliers. The licenses granted to you hereunder shall include your on-site and off-site suppliers and independent contractors, while such suppliers and independent contractors are performing work for or providing services to you, provided that such suppliers and independent contractors have executed work-for-hire agreements with you containing applicable terms and conditions consistent with the terms and conditions set forth in this Agreement and provided further that you shall be liable to TI for any breach by your suppliers or independent contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.

c. Limited License to TI and Covenant not to Sue. Continuing for the term of this Agreement, you hereby grant to TI and TI's licensees of the Licensed Materials, 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(c) with respect to such Derived Patent. Any attempted assignment or transfer in violation of this Section 1(c) 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.

d. No Other License. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed as a license to any intellectual property rights of TI 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.

e. Restrictions. You shall maintain the source code versions of the Licensed Materials, or any derivatives thereof, under password control protection and shall not disclose such source code versions of the Licensed Materials, or any derivatives thereof, to any person other than your employees and contractors whose job performance requires access. You shall not use the Licensed Materials, or any derivatives thereof, with a processing device manufactured by or for an entity other than TI, and you agree that any such unauthorized use of the Licensed Materials, or any derivatives thereof, is a material breach of this Agreement. Except as expressly provided in this Agreement, you shall not copy, publish, disclose, display, provide, transfer or make available the Licensed Materials, or any derivatives thereof, to any third party and you shall not sublicense, transfer, or assign the Licensed Materials, or any derivatives thereof, or your rights under this Agreement to any third party. You shall not mortgage, pledge or encumber the Licensed Materials, or any derivatives thereof, in any way. You may use the Licensed Materials, or any derivatives thereof, with Open Source Software or with software developed using Open Source Software tools provided you do not incorporate, combine or distribute the Licensed Materials, or any derivatives thereof, in a manner that subjects the Licensed Materials, or any derivatives thereof, to any license obligations or any other intellectual property related terms of any license governing such Open Source Software. The additional restrictions set forth in Section 3(c) below shall apply to your use of the Licensed Materials, or any derivatives thereof, and you shall comply with such restrictions.

f. Termination. This Agreement is effective 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, TI may terminate your right to use the Licensed Materials, or any derivatives thereof, upon written notice to you. Upon termination of this Agreement, you will destroy any and all copies of the Licensed Materials, or any derivatives thereof, 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) and 1(b) and the limited license to TI in Section 1(c), all provisions of this Agreement shall survive termination of this Agreement.

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. The parties 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. Moreover, you acknowledge and agree that when your independently developed software or hardware components are combined, in whole or in part, with the Licensed Materials, your right to use the combined work that includes the Licensed Materials remains subject to the terms and conditions of this Agreement.

3. **Intellectual Property Rights.**

a. 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, you agree, except as specifically permitted by statute by a provision that cannot be waived by contract, not to "unlock", decompile, reverse engineer, disassemble or otherwise translate to a human-perceivable form any portions of the Licensed Materials provided to you in object code format only, nor permit any person or entity to do so. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, trade mark, patent, copyright or other proprietary notice 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, or any derivatives thereof, 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.

b. Certain Licensed Materials may be based on industry recognized standards or software programs published by industry recognized standards bodies and certain third parties may claim to own patents, copyrights, and other intellectual property rights that cover implementation of those standards. You acknowledge and agree that this Agreement does not convey a license to any such third party patents, copyrights, and other intellectual property rights and that you are solely responsible for any patent, copyright, or other intellectual property right claim that relates to your use or distribution of the Licensed Materials, or any derivatives thereof,, or your use or distribution of your products that include or incorporate the Licensed Materials, or any derivatives thereof,. Moreover, you acknowledge that you are responsible for any fees or royalties that may be payable to any third party based on such third party's interests in the Licensed Materials or any intellectual property rights that cover implementation of any industry recognized standard, any software program published by any industry recognized standards bodies or any other proprietary technology.

Tetradyne.DriverX Software. This Licensed Materials include DriverX software components owned by Tetradyne Software Inc. and cannot be used or further distributed without a license from Tetradyne Software Inc. or an authorized distributor of Tetradyne Software Inc.

4. **Audit Right.** At TI's request, and within thirty (30) days after receiving written notice, you shall permit an 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, or any derivatives thereof. 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 its licensors. You agree to use the Licensed Materials, or any derivatives thereof, solely within the scope of the licenses set forth herein, to maintain the Licensed Materials, or any derivatives thereof, 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, or any derivatives thereof, to any third party, except as may be necessary and required in connection with your rights and obligations hereunder. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials, or any derivatives thereof, and to diligently take steps to enforce such agreements in this respect. TI agrees that industry standard 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 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, OR ANY DERIVATIVES THEREOF, IN OR WITH ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF THE LICENSED MATERIALS, OR ANY DERIVATIVES THEREOF, IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES.

TI AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EITHER 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. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY TI TO MAINTAIN PRODUCTION OF ANY TI SEMICONDUCTOR DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED MATERIALS, OR ANY DERIVATIVES THEREOF, MAY BE USED.

IN NO EVENT SHALL TI OR ITS LICENSORS, 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, OR ANY DERIVATIVES THEREOF, 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 OR ITS LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS, OR ANY DERIVATIVES THEREOF, 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.

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

8. **No Technical Support.** TI and its licensors are under no obligation to install, maintain or support the Licensed Materials, or any derivatives thereof.
9. **Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8638, Dallas, Texas 75243, Attention: Contracts Manager, with a copy to Texas Instruments Incorporated, 7839 Churchill Way, Mail Station 3999, Dallas, Texas 75251, Attention: Law Department - ASP. All notices shall be deemed served when received by TI.
10. **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 reexported (i) into (or to a national or resident of) Cuba, Iran, 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 Persons 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, or any derivatives thereof, 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 or for a military end-use in, or by any military entity of Albania, Armenia, Azerbaijan, Belarus, Cambodia, China, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Libya, Macau, Moldova, Mongolia, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and Vietnam. 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 license or other documentation is required for the exportation of such software.
11. **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.
12. **PRC Provisions.** If you are located in the People's Republic of China ("PRC") or if the Licensed Materials, or any derivatives thereof, will be sent to the PRC, the following provisions shall apply and shall supersede any other provisions in this Agreement concerning the same subject matter:

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. 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. Any translation of this Agreement into a language other than English is intended solely in order to comply with such laws or for reference purposes, and the English language version shall be authoritative and controlling.

13. 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.

Boost Software License:

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

LGPL 2.1 License

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc. 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

GNU LESSER GENERAL PUBLIC LICENSE
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software

Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.