Intel® RealSense™ D400 series Firmware
Third Party Components Attributions

This attributions file specifies all 3rd party SW components used for Intel® RealSense™ D400 series Firmware. For each of the 3rd party components its license is described.

Cast USBSS-Dev

Inbound license: Intel IBL Cast USB

Express Logic ThreadX

Inbound license: Express Logic ThreadX OEM License and Amendments

Express Logic ThreadX License Amendment / Addendum Summary

Name	Date	Description of Change
Express Logic ThreadX OEM License	2/3/2005	Initial license
Amendment 1	5/27/2005	Adds right to distribute listed header files in SOURCE CODE FORM Updates authorized development sites
Amendment 2	7/15/2005	Modifies upgrades and support Adds products to "Product Type Definitions" sections
Amendment 3	1/9/2008	Adds ARC 605 Modifies upgrades and support Replaces entire "Product Type Definitions" section
Amendment 4	7/25/2011	Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions Adds ARM7 Adds right to sublicense binary versions of

		ThreadX
Amendment 5	7/11/1012	Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions Adds ARC7
Amendment 6	6/16/2013	• Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions • Adds new development sites • Retroactively replaces ARM7 (Amendment 4) with ARC6
Amendment 7	N/A	• Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions (the "Intel ND" group). • Adds ARC4 & ARC605 • Adds additional CPU/OEM License • Adds Executable Application/Binary Distribution Buyout Option – Licensee grants its customer a license to the OEM PRODUCT in an executable image format programmed into a programmable device (e.g., CHIP, EPROM or FLASH memory) for use in a product utilizing Licensee's OEM Product.

Contact SWLC for cleaner copy of license and amendments.

Offspark PolarSSL Cryptographic Library

Inbound license: Intel IBL Offspark PolarSSL Commercial License

Synopsys DesignWare DW_apb_i2c SDK

Inbound license: Synopsys Unsupported Proprietary Work License

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Synopsys USB3 driver

Inbound license: Synopsys Unsupported Proprietary Work License

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Tensilica PerC Configuration D0G

Inbound license Intel IBL Tensilica Term Use Technology License Agreement

TERM USE TECHNOLOGY LICENSE AGREEMENT between TENSILICA, INC. and INTEL CORPORATION

This Term Use Technology License Agreement ("License Agreement" or "Agreement") is entered into and effective as of the 28th day of June 2007 ("Effective Date"), by and between Tensilica, Inc., a Delaware corporation with business offices located at 3255-6 Scott Boulevard, Santa Clara, California, 95054-3013 ("Tensilica"), and Intel Corporation, a Delaware corporation with business offices located at 2200 Mission College Blvd., Santa Clara, CA 95052 ("Licensee" or "Intel").

RECITALS

A. Tensilica licenses application specific microprocessor and digital signal processor solutions for use in integrated circuit design.

B. Licensee desires to receive, and Tensilica desires to provide, certain license rights under this License Agreement

NOW, THEREFORE, in consideration of the premises above, the parties' mutual promises below, and other good and valuable consideration, Tensilica and Licensee agree as follows:

AGREEMENT

1. DEFINITIONS

"Access Plus Agreement" means the Subscription Access Plus Technology License Agreement signed by Tensilica and Intel and dated March 29, 2007.

"Activation Date" means the date described in Section 2.1(c) herein.

"Application Software Object Code" means software programming instructions (represented in machine readable form or any binary representation thereof) that are provided by Tensilica to Licensee and/or Licensee's customers for design, development and testing purposes, and described more fully in Exhibit G and the programmer's guide referenced in Exhibit G.

"Bug Fix" means the repair or replacement of the Deliverables, Software Development Tools, Application Software Object Code, or portions thereof, to remedy an Error.

"Change of Control" means (i) a merger, acquisition, sale of voting control, or other business combination involving Tensilica such that the stockholders of Tensilica immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring corporation, or (ii) the sale, lease, exclusive license or other transfer of all or substantially all of the assets of Tensilica. For purposes of this Agreement, the following shall not be considered a Change of Control under this Agreement:

(1) sale of shares of Tensilica in the form of a public offering of securities, or

(2) any round of fundraising by Tensilica in the form of sale of shares to private financial investors, even if such financing or recapitalization of Tensilica results in stockholders of Tensilica, immediately prior to the financing or recapitalization, not retaining 50% of the voting power after such transaction.

"Confidential Information" means nonpublic information provided by either party to the other party that, at the time it is provided, has commercial value, in part because of its nonpublic nature. However, information will only be deemed to be Confidential Information if it is (i) communicated by the disclosing party in writing or other tangible form susceptible of labeling and is marked "Confidential" or in a similar manner, or (ii) communicated in any other manner (such as an oral presentation, facilities tour or technical inspection) and is identified as confidential or proprietary at the time of communication and is reduced to writing and labeled "Confidential" or in a similar manner within thirty (30) days after the initial communication. In all events, the Tensilica Technology and the terms and conditions of this License Agreement will be deemed to be Confidential Information of Tensilica. "Confidential Information" will not be

entitled to protection as Confidential Information under this License Agreement to the extent that such Confidential Information:

(a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party;

(b) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction;

(c) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information;

(d) is lawfully obtained from a third party without restriction who has the right to make such disclosure without breach of any confidentiality obligation; or

(e) is released for publication by the disclosing party in writing. The receiving party shall have the burden of proving by clear and convincing evidence that the foregoing exceptions apply.

"Deliverables" means the hardware-implementation deliverables (i.e., deliverables available for use in creating hardware) provided to Licensee by Tensilica under this License Agreement (and all Intellectual Property Rights embodied therein), including, but not limited to, the Netlist, as more fully explained in Exhibit A.

"Design Term" means the thirty-six (36) month period beginning with the Activation Date.

"Documentation" means any written reference and other materials in any written form provided for use with the Deliverables, Application Software Object Code, and Software Development Tools.

"Error" means a defect that causes the Deliverables, Application Software Object Code, or Software Development Tools not to perform substantially in accordance with the specifications set forth in Tensilica's Documentation.

"Initial Manufacturing Start" means the shipment of a Licensee Product for revenue.

"Intel Competitor" means any of the following companies: Advanced Micro Devices, Broadcom, NEC, Sun Microsystems, STMicro, Zoran, Sigma Designs, Conexant, Sony, Toshiba, Acer, Texas Instruments, Freescale, and VIA Technologies Inc. Following the Effective Date of this License Agreement, Licensee may request, not more than once annually, the inclusion of any additional companies not listed here that Licensee reasonably believes have become a competitor to Licensee in the silicon manufacturing market. Licensee may communicate to Tensilica any such request, in writing to the Tensilica representative and according to the procedure set forth in the Notice section 11.2 and Tensilica shall have thirty (30) days from receipt of the request to raise a reasonable objection to any such addition. In the event that Tensilica raises an objection, the Parties shall negotiate in good faith the need to add such company to this definition. In the event that Tensilica does not respond within such thirty (30) day period or if the Parties have not reached agreement during the good faith negotiations, then such companies will be included in this definition with an effective date of the date Tensilica received the notification from Intel. "Intellectual Property Rights" means all patents, patent rights, copyrights, trade secrets, service marks, maskworks and trademarks, and any applications for any of the foregoing, in all countries in the world.

"Licensee Product" means any semiconductor integrated circuit which is designed and manufactured by or on behalf of Licensee that incorporates the Processor Core.

"Mask Set Creation" means the physical creation of the first mask set that may or may not, at Intel's discretion, undergo an Initial Manufacturing Start for a Licensee Product.

"Netlist" means a RTL netlist for the processor core that is provided to Licensee by Tensilica and configured in accordance with the attributes selected by Licensee, as more fully described in Exhibit A.

"Open Source Licensed Tools" means the software development tools and support libraries subject to various open source licenses and copyrights and more fully described in Exhibits A and E.

"Processor Core" means the silicon implementation of a Netlist. "Post-Mask Changes" means mask set changes necessary to remedy errors in the integrated circuit design, disabling, disconnecting, or "depowering" functionalities, and packaging variations of manufactured die using a singular mask set. Post-Mask Changes shall exclude derivative or follow-on integrated circuits including but not limited to (i) functional changes in the integrated circuit design, (ii) die shrinks, (iii) manufacturing process migrations, and (iv) derivative designs.

"Scope of Use" means the use of the Deliverables and Documentation by Authorized Users at Authorized Locations as described more fully in Exhibit D.

"Seat" means an individual user accessing a software tool bundle (as described in Exhibit A) on a single computer at one specific time. If multiple users access any portion of such software tool bundle at the same instance in time, they will be using multiple Seats, and if a single user runs multiple copies of any single component of such software tool bundle at the same time, that shall constitute multiple Seats.

"Software Development Tools" means the Open Source Licensed Tools and Tensilica Software Tools provided by Tensilica to Licensee under this License Agreement and more fully described in Exhibit A. "Successor Group" means, in the event Intel's Ultra Mobility Group (UMG) ceases to exist, any group that conducts the silicon development activities of the former UMG upon its dissolution.

"Tensilica Competitor" means the following companies: ARM, MIPS, ARC, CEVA, Toshiba, Synopsys, Xilinx, Altera, and Mentor Graphics. Following the Effective Date of this License Agreement, Tensilica may request, not more than once annually, the inclusion of any additional companies not listed here that Tensilica reasonably believes have become a competitor to Tensilica in the semiconductor intellectual property provider market. Tensilica may communicate any such request to Licensee, in writing to the Licensee representative and according to the procedure set forth in the Notice section 11.2, and Licensee shall have thirty (30) days from receipt of the request to raise a reasonable objection to any such addition. In the event that Licensee raises an objection, the parties shall negotiate in good faith the need to add such company to this definition. In the event that Licensee does not respond within such thirty (30) day period, or if the Parties cannot reach agreement during the good faith negotiations, such companies will be included in this definition.

"Tensilica Software Tools" means the proprietary software development tools and executable software elements provided by Tensilica to Licensee under this License Agreement including but not limited to the named tools more fully described in Exhibit A.

"Tensilica Technology" means the Deliverables, Tensilica Software Tools, Application Software Object Code, Documentation and any Updates and Upgrades thereto (including all Intellectual Property Rights embodied therein), provided by Tensilica to Licensee under this License Agreement.

"Patent Troll" means a patent owner that enforces patent rights against accused infringers, but does not manufacture products or supply services based on the patents in question. A Patent Troll may represent an entity who performs research or manufactures products incorporating the

patented technology, though the troll itself does not. Patent trolls focus their business on the enforcement of intellectual property rights.

"Updates" means incremental features or enhancements of existing features and/or functionality and minor improvements to the Application Software Object Code or Software Development Tools that Tensilica makes generally available to all licensees for no additional license fee on a when and- if available basis, Bug Fixes, Error corrections and published revisions to the Documentation.

"Upgrades" means significant additions to the features and capabilities of the licensed Application Software Object Code or Software Development Tools that Tensilica provides to its licensees on a when-and-if available basis upon payment of the applicable annual maintenance fee set forth in Exhibit B. Upgrades include only products enumerated in Exhibit A.

2. TECHNOLOGY LICENSE GRANT

2.1 Access and Delivery. Upon execution of this License Agreement and subject to the terms and conditions herein,

(a) Within five (5) business days of the Effective Date, Licensee shall provide Tensilica with (a) a primary user contact name, and (b) computer server host ID information necessary for Tensilica to generate access control license keys for all purchased Seats of Software Development Tools.

(b) Tensilica shall make available the Application Software Object Code as soon as reasonably practical after Tensilica has confirmed that Licensee has obtained any required third party licenses (assuming any such licenses are required) for such Application Software Object Code.

(c) Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica shall provide Licensee with access to the Deliverables and all Seats of Software Development Tools as soon as reasonably possible. The date upon which Tensilica delivers the Deliverables and Software Development Tools to Licensee shall be considered the "Activation Date."

(d) Licensee shall provide written notice of its acceptance of the Deliverables and Tensilica Software Tools within ten (10) days of receipt of such Deliverables and Tensilica Software Tools. If Licensee fails to respond within such time period, the Deliverables and Tensilica Software Tools shall be deemed accepted by Licensee. Licensee may reject a Deliverable or Tensilica Software Tool if Licensee determines that it fails to meet the acceptance requirements set forth in Exhibit A. If Licensee rejects any Deliverable or Tensilica Software Tool, Licensee will allow Tensilica a reasonable opportunity to revise the Deliverable or Tensilica Software Tool to render it in compliance with such requirements.

2.2 Silicon Development, Manufacturing and Distribution. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby grants to Licensee a nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide license, under all Tensilica's Intellectual Property Rights, without the right of sublicense (except as set forth in Section 2.3), to

(1) use and reproduce the Deliverables and the Documentation for the following purposes only: (i) designing, developing, and testing Licensee Products during the Design Term and limited to the Scope of Use; (ii) Mask Set Creation during the Design Term; and (iii) for Licensee Products which achieve Mask Set Creation during the Design Term, making Post-Mask Changes for the related Licensee Products during the Design Term and after the Design Term;

(2) manufacture, or have manufactured, Licensee Products for which Licensee achieved Mask Set Creation during the Design Term; and

(3) export, sell, offer for sale, import and distribute (directly or through resellers, VARS, OEMs, or distributors) Licensee Products. Licensee may not modify or create derivative works of the Tensilica Technology or any portion thereof, including without limitation, the Deliverables or Tensilica Software Tools; provided, however that Licensee has the rights to make changes to the Deliverables resulting in a netlist that is logically equivalent to a Netlist.

Licensee may not sell, offer for sale, or distribute the Deliverables except as a Processor Core incorporated in a Licensee Product. Tensilica grants to Licensee a worldwide, nonexclusive, nontransferable (except as set forth in Section 11.3) license to modify, copy, reproduce and distribute all or portions of the Documentation solely for the purpose of selling, promoting or distributing Licensee Product subject to the limitations in Section 4.2 and 4.4. The parties understand and acknowledge that the license granted under this License Agreement is intended to cover only the Licensee Product and is not intended to cover foundry or other manufacturing activities that Licensee may undertake on behalf of third parties. Therefore the licenses granted in this Section 2.2 and Section 2.3 shall exclude any products manufactured on behalf of a third party from designs received from a third party for resale to or on behalf of that party that are branded for sale by that third party.

2.3 Third Party Contractor Use Rights. Licensee may allow its third party contractors to use the Deliverables, Documentation, Application Software Object Code, and/or Software Development Tools on Licensee's behalf for the sole purpose of designing, developing, testing, and manufacturing the Licensee Product. These third party contractor use rights granted to Licensee herein include, without limitation, the right to have electronic design automation (EDA) vendors work on any deliverables, licensed technology and/or materials provided by Tensilica under this License Agreement in order to resolve bugs, Errors, or any other such issues. Licensee shall ensure that such third party contractors (including any EDA vendors) comply with the terms of, and are bound by written agreements at least as restrictive as, this License Agreement, including without limitation, all confidentiality obligations set forth in this License Agreement with respect to the use of the Tensilica Technology under this License Agreement. Licensee agrees to act as the single point of contact with Tensilica for all technical issues arising from the work of its third party contractors. Licensee agrees to comply with all applicable export and re-export restrictions set forth in any export licenses, and will otherwise comply with the U.S. Export Administration Regulations and similar laws and regulations as may be amended from time to time and will seek such commitment from its third party contractors Licensee's third party contractor use rights are subject to the same term of use as applied to Licensee as set forth in Section 6.

2.4 Software Development Tools

2.4.a Tensilica Software Tools. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby grants to Licensee a nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide license, with the right to sublicense (subject to Section 2.7), under all Tensilica Intellectual Property Rights to use the Tensilica Software Tools and the Documentation for the following purposes only: designing, developing, and testing software for use with Licensee Products. Licensee may not modify or create derivative works of the Tensilica Software Tools or any portion thereof.

2.4.b Open Source Licensed Tools. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby licenses the Open Source Licensed Tools to Licensee subject to the terms and conditions of the GNU General Public License (Version 2, June 1991 attached hereto in Exhibit E) or the Eclipse Public License (version 1.0 attached hereto in Exhibit E) or other open source licenses or copyrights as more fully described in Exhibit E.

2.5 Software Development Tools Maintenance. Tensilica will provide Licensee with Updates and Upgrades to the Software Development Tools that Tensilica makes generally available to its

licensees. Licensee acknowledges that upgraded Software Development Tools are for use in development and debugging of Licensee's application software and are not to be used in hardware design and verification of Licensee Product.

2.6 Support Services: Subject to payment of an annual support fee in the amount and under the terms set forth in Exhibit B, which shall be paid by Licensee for the first year of this License Agreement, Tensilica shall provide Licensee with the following technical support for the Deliverables and Software Development Tools during Tensilica's normal business hours: (i) web-based electronic technical support consisting of problem identification and resolution and (ii) direct telephone and email support to Licensee's designated technical contact (identified in Exhibit D). Payment of this annual support fee entitles Licensee to the support described in Exhibits B and C relating to the processor hardware and Software Development Tools. Licensee, at its option, may elect to purchase annual support from Tensilica for the Deliverables and Software Development Tools after the first year of this License Agreement.

2.7 Software Redistribution Rights. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby grants to Licensee limited, nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide rights to sublicense all the rights granted in subsection 2.4.a and 2.4b to the named Tensilica Software Tools and Open Source Licensed Tools subject to the conditions set forth in the Software Redistribution Rights in Exhibit A, and subject to the sublicense fees described in Exhibit B. Licensee agrees to distribute said software to end users under terms no less restrictive than those of the Tensilica Software End-User Sublicense Agreement attached as Exhibit F. Tensilica will provide no training, support or other services directly to sub-licensees.

2.8 Replacement of End of Life Products. Tensilica reserves the right to replace, at its reasonable discretion, upon one hundred eighty days (180) days written notice to Licensee, any portion of the Tensilica Technology and Open Sourced License Tools that Tensilica has decided to end-of-life or make obsolete with new technology of equivalent or superior functionality and performance. For clarity, this replacement right pertains to Tensilica's right to discontinue provision of certain versions of the Tensilica Technology as it pertains to the creation rights and maintenance obligations set forth in Sections 2.1 and 2.5 above. Licensee's usage rights as set forth in- Sections 2.2, 23 ; 2A, and-2.7- pertaining to- Deliverablesvr Software Development Tools already in Licensee's possession are not affected by the provisions of this Section 2.8.

2.9 Use of Application Software Object Code. Upon execution of this License Agreement, subject to the terms and conditions herein, and subject to the third party license notices set forth in Exhibit G, Tensilica hereby grants to Licensee for the Design Term, a nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide license, under all Tensilica's Intellectual Property Rights, without right of sublicense (except as set forth in Section 2.3), to use the Application Software Object Code internally, solely to design, develop and test the Licensee Products. No right is granted to distribute the Application Software Object Code or any application software programs developed using the Application Software Object Code.

2.10 Application Software Object Code Maintenance Services. Subject to the payment of an annual maintenance services fee set forth in Exhibit B, Tensilica will provide Licensee with Updates and Upgrades to the Application Software Object Code that Tensilica makes generally available to its licensees.

2.11 Support Services for Application Software Object Code: Subject to the payment of an annual support fee in the amount set forth in Exhibit B, which shall be paid for the first year of this License Agreement, and subject to the terms set forth in Exhibits B and C, Tensilica shall provide Licensee with the following technical support for the Application Software Object Code during Tensilica's business hours of Monday through Friday 9 am PST to 5 pm PST, excluding Tensilica

corporate holidays: (i) web-based electronic technical support consisting of problem identification and resolution, and (ii) direct telephone and email support to Licensee's designated technical contact (identified in Exhibit D). Payment of this annual support fee entitles Licensee to the support relating to the Application Software Object Code described in Exhibits B and C. Licensee, at its option, may elect to purchase annual support from Tensilica for the Application Software Object Code after the first year of this Licensee Agreement.

3. OWNERSHIP

3.1 Tensilica or its third party suppliers owns and shall retain all right, title and interest in and to the Tensilica Technology, including without limitation all Intellectual Property Rights therein. Licensee shall have no rights with respect thereto other than the rights expressly set forth in this License Agreement.

3.2 Subject to Tensilica's ownership in the Tensilica Technology and any Intellectual Property Rights therein, Licensee owns and shall retain all right, title and interest in and to the Licensee Product and all Intellectual Property Rights therein. Furthermore, as between Tensilica and Licensee, Licensee shall own any software developed or created by Licensee or on Licensee's behalf using the Software Development Tools in accordance with Section 2.4.

4. CONFIDENTIALITY, PUBLICITY AND OTHER OBLIGATIONS

4.1 Confidentiality. Each party will protect the other party's Confidential Information from unauthorized dissemination, publication and use with the same degree of care that each such party uses to protect its own like information, but in no event less than reasonable care. Each party may disclose the Confidential Information only to employees of such party who have a need to know such Confidential Information to fulfill the rights and obligations of this License Agreement and who have entered into agreements with such party containing confidentiality provisions at least as restrictive as those set forth in this Section 4.1. Each party will use the other party's Confidential Information for the purposes of furthering the purpose of this License Agreement and any other business opportunities between the Parties and for no other purpose. The foregoing use restriction shall expire five (5) years from the date of disclosure with respect to all Confidential Information excluding Tensilica Technology. For the avoidance of doubt, all Confidential Information shall remain confidential indefinitely. Except as otherwise provided herein, neither party will disclose to third parties the existence of this Agreement or Confidential Information belonging to the other party without the prior written consent of such party, provided that each party shall be permitted to disclose the existence of this License Agreement without obtaining consent, to legal counsel, accountants and other financial advisors, investment bankers, and other agents of a party acting on the party's behalf who are subject to reasonable confidentiality obligations. In addition to the foregoing, in the event that Tensilica undergoes a Change of Control, and the resulting majority owner is an Intel Competitor, only Tensilica employees employed by Tensilica prior to the effective date of the Change of Control shall be permitted to access any Licensee Confidential Information unless and until Licensee provides written consent that other employees of the acquiring entity may access such Licensee Confidential Information. Notwithstanding the above, Tensilica shall have the right to provide Licensee's name and contact information to third party vendors who have licensed to Tensilica certain technology embedded in the Application Software Object Code and who are bound by written confidentiality agreements at least as restrictive as, the confidentiality terms in this License Agreement with respect to the use of the Intel Confidential Information. Tensilica agrees to act as the single point of contact with its vendors for all issues arising from the use and handling of Intel Confidential Information by Tensilica's third party contractors. Nothing in this Agreement shall restrict the free movement of each party's employees throughout its organization. Each party shall in any event be able to assign its employees to different projects, tasks and activities. Nothing in this Agreement shall prevent Tensilica or Licensee from independently developing, without use of the other's Confidential

Information, competing products or technologies, and from using, selling or otherwise supplying to third parties such products or technologies.

4.2 Publicity. As of the Effective Date of this License Agreement, Tensilica may use Intel's name in any public listing of Tensilica licensees; provided, however, that Tensilica may not describe in any such listing any specific information about what Intel product or group is using the Tensilica Technology nor may it issue any communication that identifies only Intel as a licensee (e.g., not as part of a larger group).

4.3 No Reverse Engineering. Licensee shall not, nor shall it permit any Licensee customer or other third party to, alter, adapt, translate, decompile, disassemble, or otherwise attempt to derive computer source code from the Tensilica Technology or any portion of the foregoing.

4.4 Proprietary Notices. Licensee must reproduce and include the copyright notice and any other notices that appear on the original copy of the Tensilica Technology, including without limitation, the Deliverables and Documentation, on any copies made thereof by Licensee or its permitted third party contractors in any media. Licensee may not modify, obfuscate, deface, obscure or remove any of the proprietary rights notices in the Tensilica Technology, or in any copies made thereof.

4.5 Third Party Technology. Licensee hereby acknowledges that the Application Software Object Code products licensed herein include technology owned by certain third parties and Licensee cannot further distribute a Licensee Product incorporating the Application Software Object Code without a license from such third parties. For avoidance of doubt, Licensee is not distributing any Licensee Products incorporating the Application Software Object Code under this License Agreement. Under this License Agreement, the Application Software Object Code is licensed to Licensee solely for internal design, development, and testing purposes in accordance with Section 2.9 herein. This provision is added to the License Agreement for notice purposes,- in the event that Licensee at a- later time seeks to distribute Licensee Products incorporating the Application Software Object Code.

5. COMPENSATION

5.1 License Fee. As consideration for the licenses granted to Licensee by Tensilica under Section 2 of this License Agreement, Licensee agrees to pay Tensilica a one-time license fee in the amount and pursuant to the schedule and terms set forth in Exhibit B hereto ("License Fee").

5.2 Component Use Fee. In addition to the License Fee described in Section 5.1 above, Licensee agrees to pay Tensilica a component use fee calculated in accordance with the method set forth in Exhibit B ("Component Use Fee"). The Component Use Fee will be payable quarterly within forty-five (45) days after the end of each Licensee fiscal quarter during which Licensee Products are shipped to Licensee's customers.

5.3 Manufacturing Fee. In addition to the License Fee described in Section 5.1 above and the Component Use Fee described in Section 5.2 above, Licensee shall pay Tensilica a fee for each Licensee Product, calculated in accordance with the terms set forth in Exhibit B ("Manufacturing Fees"). Notwithstanding the foregoing, Tensilica agrees that the License Fee in Section 1(a) of Exhibit B (i.e., $152,000.00 license fee) includes one pre-paid manufacturing fee, as set forth in Section 3 (Manufacturing Fees) of Exhibit B (i.e., Licensee will not be charged any manufacturing fee for the first Licensee Product over and above the $152,000.00 License Fee). The Manufacturing Fees will be payable within thirty (30) days of Initial Manufacturing Start.

5.4 Support Fees. As consideration for any support services provided to Licensee by Tensilica under Section 2 of this License Agreement, Licensee agrees to pay Tensilica the relevant fees in the amount and pursuant to the schedule set forth in Exhibit B hereto.

5.5 Reports, Records and Audit Rights. Within thirty (30) days after the end of each Licensee fiscal quarter during which Licensee Products are shipped to Licensee's customers, Licensee will deliver to Tensilica a written report setting forth in reasonable detail the information necessary to determine the accuracy of the calculation of the Component Use Fee payable under Section 5.2 above and Manufacturing Fees payable under Section 5.3 above, including the number of Licensee Products and Processor Cores shipped. Licensee shall maintain, for a period of one (1) year after the end of the year to which they pertain, complete records of the Manufacturing Fees payable and Licensee Products distributed by Licensee directly or indirectly through resellers, VARS, OEMs or distributors, in order to calculate and confirm Licensee's payment obligations hereunder. Upon reasonable prior notice, not less than thirty (30) days, Tensilica will have the right, exercisable not more than once every twelve (12) months, to appoint an independent accounting firm or other agent reasonably acceptable to Licensee, at Tensilica's expense, to examine such financial books, records and accounts during Licensee's normal business hours to verify the Component Use Fees, and Manufacturing Fees due by Licensee to Tensilica herein, subject to execution of Licensee's confidentiality agreement by the accounting firm or agent; provided, however, that execution of such agreement will not preclude such firm from reporting only the information required by Tensilica to validate the Component Use Fees and the Manufacturing Fees to Tensilica and only such information is provided.. In the event such audit discloses an underpayment of Component Use Fees and/or Manufacturing Fees due hereunder, Licensee will have thirty (30) days to remit the amounts due to Tensilica. Tensilica shall bear the cost and expense of the audit; provided, however, in the event of an underpayment to Tensilica of 10 percent (10%) or more, Licensee shall reimburse Tensilica for the actual, necessary and reasonable costs and expenses of such audit as well as the unpaid Component Use Fee and/or Manufacturing Fee amounts.

5.6 Payment Terms Licensee agrees to pay Tensilica pursuant to the fee schedule set forth in Exhibit B.

5.7 Purchase Orders. Nothing contained in any purchase order, purchase order acknowledgment, or invoice shall in any way modify or add any additional terms or conditions to this License Agreement.

5.8 Method of Payment. Unless otherwise agreed, all payments by Licensee to Tensilica under this License Agreement will be made in U.S. dollars.

5.9 Withholding Taxes. All fees payable to Tensilica are exclusive of any withholding taxes imposed by a tax treaty then in force between the parties' respective governments which accrues when payments are made by a Licensee's subsidiary located outside of the United States. In such instance, Licensee shall pay its respective governments additional amounts necessary to the relevant authorities if such withholding is required.

5.10 Transaction Taxes. Fees payable to Tensilica under this License Agreement are exclusive of any transactions taxes (including sales, use, consumption, value-added and similar transactions taxes), which may be imposed, in accordance with applicable laws, as a result of the licenses granted and Deliverables and any other part of the Tensilica Technology provided by Tensilica to Licensee.

5.11 Documentation. Each party agrees it will consider in good faith, as requested by the other party, to provide the other with certificates or other available documentation evidencing the payment of taxes, duties and other governmental charges payable in connection with the business activities contemplated by this License Agreement.

5.12 Late Payments. Any amounts payable by Licensee under this License Agreement which are not paid when due shall bear interest payable to Tensilica at the rate of one percent (1%) per

month or the highest rate permitted by applicable law, whichever is less, calculated on the unpaid balance as of its due date.

6. TERM AND TERMINATION

6.1 Term. This License Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with this Section 6.

6.1.a Termination of Software Development Tools Maintenance and Usage Rights. Sections 2.4 and 2.5 of this License Agreement will terminate twelve (12) months from the Activation Date, unless extended in accordance with Paragraph 1(b) (Option to Extend Software Development Tools Use Rights and Maintenance) of Exhibit B.

6.1.b Termination of Application Software Object Code License. Section 2.9 of this License Agreement will terminate upon expiration of the Design Term.

6.2 Termination: Termination for cause. Either party has the right to terminate this License Agreement immediately upon written notice at any time if the other party breaches or is in default of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. Further, in addition to Intel's right to withhold consent to the assignment of this License Agreement if Tensilica enters into an agreement to be acquired by an Intel Competitor, Intel shall have the right to terminate this License Agreement immediately upon written notice to Tensilica or its successor, provided that Intel has paid all License Fees that have accrued as of the date of termination. The effect of this termination is set forth in Sections 6.3 and 6.4.

6.3 Termination after Shipment of Licensee Product. If this License Agreement is terminated for cause pursuant to Section 6.2 above after manufacture and shipment of a Licensee Product, Licensee may continue manufacturing and selling such Licensee Product to Licensee's customers and continue to exercise the Software Redistribution Rights set forth in this License Agreement, provided Licensee continues to pay the Component Use Fee set forth in Exhibit B and any Manufacturing Fees associated with such Licensee Product, and agrees to be bound by the surviving provisions of this License Agreement

6.4 Effect of Termination. Termination will not relieve Licensee or Tensilica from any liability arising from any breach of this License Agreement. Neither party will be liable to the other for damages of any sort solely as a result of terminating this License Agreement in accordance with its terms, and termination of this License Agreement will be without prejudice to any other right or remedy of either party. Except for such information as is necessary to exercise the rights granted in Section 6.3, each party shall destroy all Confidential Information and copies thereof in its possession belonging to the other party upon receipt of a written request from such party to do so. The provisions of Sections 1, 3, 4, 5, 6.3, 6.4, 7.1(a), 7.1(d), 7.2, 7.3, 8, 9, 10 and 11 shall survive termination of this License Agreement.

7. LIMITED WARRANTY AND DISCLAIMER

7.1 Representations and Warranties of Tensilica. Tensilica hereby represents and warrants to Licensee as follows:

(a) The Tensilica Technology is either owned or properly licensed by Tensilica or is in the public domain and the use thereof by Licensee, its representatives, resellers or end users as authorized hereunder does not and will not infringe any copyrights or trade secrets of any third party, and Tensilica has not willfully infringed any patents of any third party with respect to the Tensilica Technology; provided however, that the foregoing warranty shall not apply to infringements that occur as a result of: (i) modifications by anyone other than Tensilica, unless such modifications where authorized in writing by the Tensilica representative set forth in Exhibit D in which case

the above warranty will apply, if the unmodified version would not have resulted in such infringement; or (ii) the combination of the Tensilica Technology with any materials or technology not provided by Tensilica.

(b) Tensilica has the full power to enter into this License Agreement, to carry out its obligations under this License Agreement and to grant the rights and licenses granted to Licensee in this License Agreement

(c) For a period of ninety (90) days from receipt of the Deliverables, Application Software Object Code, and Software Development Tools by Licensee that such Deliverables, Application Software Object Code, and Software Development Tools, as delivered, will be free from defects in the media and will perform substantially in accordance with the manner described in the Documentation. In the event of nonconformance, Licensee shall promptly notify Tensilica and provide Tensilica with all available information in written or electronic form so that Tensilica can reproduce the Error. Tensilica's sole obligation is to undertake reasonable efforts to correct the Errors reported to Tensilica in writing or in electronic form during the warranty period and deliver such corrected copy of the Deliverables, Application Software Object Code, and Software Development Tools to Licensee.

EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS WHICH ARE SUBJECT TO THE BELOW INDE/vfNITY OBLIGATION, TENSILICA'S SOLE LIABILWY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THE FOREGOING LIMITED c:)Th WARRANTY WILL BE LIMITED TO ERROR CORRECTION OR PRODUCT REPLACEMENT, OR IF NEITHER IS IN TENSILICA'S OPINION COMMERCIALLY FEASIBLE, REFUND OF ALL FEES RECEIVED BY TENSILICA FROM LICENSEE UNDER THIS LICENSE AGREEMENT.

If an Error occurs in the Deliverables, Application Software Object Code, or Software Development Tools after the termination of the ninety (90) day warranty period described in this Section 7.1.c, then upon receipt from Licensee of all available information in written or electronic form sufficient to enable Tensilica to reproduce such Error, Tensilica agrees that, at its cost, it will use reasonable efforts to correct such Error on a timely basis. (d) Licensee's use of the Tensilica Technology consistent with the terms and conditions of this Agreement, will not subject any technology, software or product of Licensee to a requirement that Licensee's technology, software or product be: (a) disclosed or distributed publicly in source code or other form that would compromise the trade secrets otherwise embodied in such technology, software or product; (b) licensed for the purpose of making derivative works; (c) redistributed at no charge; or (d) otherwise distributed on terms that restrict Licensee's ability to distribute and license Licensee's products as it sees fit.

7.2 Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ALL TENSILICA TECHNOLOGY AND OPEN SOURCE LICENSED TOOLS ARE LICENSED AND PROVIDED "AS IS," AND TENSILICA MAKES NO OTHER WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) REGARDING THE TENSILICA TECHNOLOGY OR OPEN SOURCE LICENSED TOOLS, ANY PORTION THEREOF OR OTHERWISE UNDER THIS LICENSE AGREEMENT. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, TENSILICA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

7.3 Warranties and Covenants of Licensee. Licensee hereby covenants and warrants to Tensilica that

(a) Licensee has the full power to enter into this License Agreement and to carry out its obligations under this License Agreement

(b) If this License Agreement includes MP3 encode or decode software, wherein Thomson Consumer Electronics Sales Germany and Austria GmbH ("Thomson") owns certain intellectual property rights and has acquired the exclusive right to sublicense certain patents owned by Fraunhofer Gesellschaft zur Forderung der Angewandten Forschung e.V., Munich, Germany ("FHG"), that Licensee is

(a) duly licensed by Thomson Licensing under the MP3 patent pool and other intellectual property rights to make, manufacture, sell and/or use products using and/or incorporating implementations of the Thomson intellectual property, or

(b) Licensee will obtain a license from Thomson Licensing to make, manufacture, sell and/or use products using and/or incorporating Thomson and FHG intellectual property rights before distributing the Licensee Product containing the Application Software Object Code. For clarity, under this License Agreement, the Application Software Object Code is licensed to Licensee solely for internal design, testing and development purposes in accordance with Section 2.9, and Licensee does not have license rights under this License Agreement to distribute Licensee Products incorporating the Application Software Object Code. Licensee acknowledges that Thomson requires a license for use of the MP3 functionality.

(c) Further Licensee acknowledges that the Application Software Object Code contains technology components licensed by third parties and Licensee may require licenses identified in Exhibit G.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1 Indemnification of Licensee Tensilica agrees to defend, indemnify, and hold Licensee harmless against any loss, cost, liability, and expense (including reasonable attorneys' fees) arising from any action or claim brought or threatened against Licensee alleging that any one or all elements of the Tensilica Technology alone and as it is incorporated in the Licensee Product, infringes any patent, copyright, trademark, trade secret, or other intellectual property right of any third party, provided that Licensee provides Tensilica with (i) prompt written notice of such claim or action, (ii) the sole control and authority in the defense or settlement of such claim or action, and (iii) reasonable information and assistance in the defense and/or settlement any such claim or action. To the extent permitted by court rules, Licensee shall have the right to monitor the defense (but not control or interfere with decisions of Tensilica or its selected counsel) with its own counsel at its own expense. Tensilica shall not enter into any settlement nor issue public statements about the claim, the procedures or both which reference Intel without the prior written consent of Licensee, which shall not be unreasonably withheld. Further, Intel will not be responsible for any costs, expenses or compromise incurred or made by Tensilica without Intel's prior written consent.

8.2 Notwithstanding the foregoing, Tensilica's indemnification obligation with respect to patent infringement claims only based on Tensilica's Technology shall not exceed the Cap. The "Cap" shall mean the lesser of Four Million Five Hundred Thousand US Dollars (US$4,500,000.00) or an amount equal to the sum of Two Million Five Hundred Thousand US Dollars (US$2,500,000.00) plus all fees paid by Intel to Tensilica under this License Agreement until such time as the sum of all fees paid by Intel to Tensilica under this License Agreement reaches $4,500,000.00. Thereafter, the Cap shall be an amount equal to the sum of the total fees paid by Intel under this License Agreement up to and including the date when the claim arose, which will be greater than Four Million Five Hundred Thousand US Dollars (USD$4,500,000.00). Notwithstanding the foregoing, at no time shall the cumulative total of all amounts payable by Tensilica for any and all patent infringement claims arising out of or related to this License

Agreement and/or the Access Plus Agreement exceed the Cap as defined in this License Agreement. Notwithstanding the foregoing, in the event that this License Agreement is assigned by Intel pursuant to the provisions of Section 11.3, Tensilica's indemnification obligation to the assignee with respect to patent infringement claims only based on Tensilica's Technology shall not exceed the total of fees paid by the assignee under this License Agreement following such assignment. For the avoidance of doubt, in the event of an assignment by Intel as permitted under Section 11.3, it is acknowledged and agreed that the provisions of Section 8 shall continue to apply to Intel with respect to infringement claims occurring or based on activity occurring prior to the closing of the assignment to the extent Intel retains liability for such claims, provided that it is also acknowledged and agreed that the foregoing shall not be construed to grant any continuing rights of Intel to use the Tensilica Technology after the closing of the assignment of this License Agreement, and provided further that in any event Tensilica's liability under Section 8 as to Intel shall remain unchanged and, for patent infringement claims, subject to the limitations of the "Cap" described above in this Section 8.2. Any fees paid in connection with the assignment or by the assignee shall not be included in the calculation of the Cap.

8.3 Limited Remedies. In the event that any Tensilica Technology is held, or in Tensilica's reasonable opinion may be held, to constitute such an infringement, Tensilica, at its expense, and at Tensilica's option will either (i) obtain for Licensee or its customers the right to continue to use such Tensilica Technology as contemplated herein, (ii) modify such Tensilica Technology so that it becomes non-infringing, but without materially altering its functionality, or (iii) replace such Tensilica Technology with a functionally equivalent non-infringing Tensilica Technology.

8.4 Exceptions. Tensilica will have no liability under this Section 8 for any claim or action where: (i) such claim or action would have been avoided but for modifications of the Tensilica Technology, or any portion thereof, made by Licensee or a third party after delivery to Licensee that were not authorized by the Tensilica representative identified in Exhibit D; (ii) such claim or action would have been avoided but for the combination or use of the Tensilica Technology, or any portion thereof, with other products, processes or materials not provided by Tensilica except where there is no substantial non-infringing use of the Tensilica Technology other than as part of that combination, or (iii) such claim or action would have been avoided but for compliance by Tensilica with the Licensee's specifications.; (iv) to the extent that such liability could have been avoided but for Licensee's failure to implement the infringement remedies that Tensilica makes available to Licensee under Section 8.3 above; (v) Licensee's use of the Tensilica Technology, or any portion thereof, is not in compliance with the terms of this License Agreement and such claim would have been avoided but for such non-compliance; or (vi) such claim or action is based on intellectual property that constitutes a standard or de facto standard.

8.5 Disclaimer. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF TENSILICA AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS LICENSE AGREEMENT.

9. LIMITATION OF LIABILITY

9.1 OTHER THAN EACH PARTY'S LIABILITY ARISING FROM WILLFUL AND KNOWING BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, BREACH OF THE LICENSES GRANTED PURSUANT TO SECTION 2, TENSILICA'S INDEMNIFICATION OBLIGATONS SET FORTH IN SECTION 8 (WHICH IS SUBJECT TO THE CAP SET FORTH IN SECTION 8.2 AND SECTION 9.2 BELOW), AND/OR LICENSEE'S FAILURE TO PAY ALL FEES ACCRUED UNDER THIS LICENSE AGREEMENT, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT SHALL NOT EXCEED THE TOTAL OF ALL FEES

RECEIVED BY TENSILICA FROM LICENSEE UNDER THIS LICENSE AGREEMENT; AND EXCEPT WITH RESPECT TO EITHER PARTY'S LIABILITY ARISING OUT OF WILLFUL AND KNOWING BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS LICENSE AGREEMENT OR THE USE OF THE TENSILICA TECHNOLOGY AND OPEN SOURCE LICENSED TOOLS, OR ANY PORTION THEREOF, HOWEVER CAUSED, (WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE LIMITATIONS ON EITHER PARTY'S LIABILITY SET FORTH IN THIS SECTION 9 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF THIS LICENSE AGREEMENT OR ANA OF THE LIMITED REMEDIES SET FORTH HEREUNDER.

9.2 EXCEPT FOR TENSILICA'S INDEMNITY OBLIGATION WITH RESPECT TO THIRD PARTY PATENT INFRINGEMENT CLAIMS, WHICH IS SUBJECT TO THE CAP SET FORTH IN SECTION 8.2, TENSILICA'S INDEMNITY OBLIGATIONS DO NOT CARRY A MONETARY CAP OR MONETARY LIMIT.

10. EXPORT CONTROL

COMPLIANCE Tensilica and Licensee agree to comply in all respects with all applicable export and re-export restrictions set forth in any export licenses, and will otherwise comply with the U.S. Export Administration Regulations and similar laws and regulations as may be amended from time to time.

11. GENERAL PROVISIONS

11.1 Independent Contractors. The relationship of Tensilica and Licensee established by this License Agreement is that of independent contractors, and nothing contained in this License Agreement shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other or (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

11.2 Notice. Any notice, report, approval or consent required or permitted hereunder shall be in writing to each party's representative identified below and will be deemed to have been duly given if delivered personally, by facsimile, or mailed by first-class, registered or certified mail, postage prepaid, to the following addresses: For Intel Corporation Intel Corporation 2200 Mission College Blvd. Santa Clara, CA 92052 Attention: Office of the General Counsel For Tensilica: Attention: Legal Department With copy to: Chief Financial Officer 3255-6 Scott Blvd. Santa Clara, CA 95054

11.3 Assignment. Without the other party's prior written consent, such consent not to be unreasonably withheld, neither this License Agreement nor any interest herein or part hereof is transferable or assignable by either party, by operation of law or otherwise. It is understood that the assignment of the Agreement to an Intel Competitor or Tensilica Competitor is a reasonable cause to deny-consent. Any-assignment or attempted assignment in violation of the foregoing shall be null and void. Notwithstanding the foregoing, Intel may assign this License Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets related hereto without being required to obtain Tensilica's consent, provided that such entity is not a (i) Tensilica Competitor, or (ii) a Patent Troll. Subject to the foregoing, the rights and obligations of the parties under this License Agreement shall bind and inure to the benefit of the parties' respective permitted successors and permitted assigns. Further, Tensilica may assign this License Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets

related hereto without being required to obtain Licensee's consent, provided that the acquiring entity is not (i) an Intel Competitor or (ii) a Patent Troll. In addition, notwithstanding the foregoing, Intel may (without obtaining the written consent of Tensilica), in connection with a transaction or series of transactions resulting in the transfer (directly, indirectly or by operation of law) of substantially all of the assets exclusively related to a product line of UMG or a Successor Group (an "Asset Sale"), deliver to the purchaser of such assets ("Assets Buyer") a copy of all technology and other materials licensed hereunder, provided that 1) UMG or a Successor Group remains an existing business unit of Intel and such technology or materials continue to be used by UMG, 2) the Assets Buyer is not a Tensilica Competitor, 3) the Assets Buyer agrees to maintain the confidentiality of the relevant Tensilica technology and materials prior to any delivery of the same by Intel 4) the Assets Buyer agrees with Intel not to use for development or manufacture the relevant Tensilica technology until it signs a license with Tensilica for such use and 5) Intel and the Assets Buyer shall be joint and severably liable to Tensilica for breach of the obligations set forth in 4) above. Such delivery shall permit the Assets Buyer to receive such technology or materials, but shall not constitute or otherwise grant any license thereto upon the Assets Buyer. Tensilica will negotiate in good faith with the Assets Buyer for a license to such technology and materials.

11.4 Severability. If for any reason a court of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that provision of the License Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License Agreement will continue in full force and effect.

11.5 Waiver. Failure by either party to enforce any provision of this License Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.6 Headings and Titles. The headings and titles of each section of this License Agreement are for purposes of convenience only and will not be used to limit, interpret or modify the provisions of this License Agreement.

11.7 Attorneys' Fees. The prevailing party in any action to enforce the License Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.

11.8 Force Majeure. Except for the obligation to make payments hereunder, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

11.9 Governing Law. This License Agreement will in all respects be interpreted and construed in accordance with, and governed by, the laws of the State of California excepting that body of California law concerning conflicts of law, regardless of the place of execution or performance of this License Agreement. The rights and obligation& of the parties under--this License Agreement shall not be governed by the U.N.- Convention on Contracts for the International Sale of Goods.

11.10 Injunctive Relief. The parties agree that a material breach of this License Agreement adversely affecting either party's Intellectual Property Rights may cause irreparable injury to such party for which monetary damages would not be an adequate remedy, and such party shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

11.11 Entire Agreement. This License Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. This License Agreement may not be modified or amended except in a writing signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the undersigned parties agree to the foregoing as of the Effective Date first set forth above.

TENSILICA, INC.   INTEL CORPORATION

(Print)   (Print)

EXHIBIT A DESCRIPTION OF LICENSED TECHNOLOGY

1) Licensed Technolo2v

a) Preconfigured LX2 processor with similar features to the Diamond 330HiFi with the following changes:

· LRAM size of 512KB with the starting address at Ox0.

· Caches removed

· Maps the reset vector to Ox0 in IRAM rather than system memory

· Support for DRAM sizes of up to 512K

· Support for extended L32R registers

· Any additional changes requested by Licensee shall incur a consulting fee.

b) Deliverables

· Verilog RTL Source Code: included

· Physical design scripts (for supported EDA tools): included skeleton code on interrupt routing/handling from other subsystems (sample firmware handlers/ISRs)

d) Software Development Tools Xtensa Tools (release RB-200X.X) Xtensa Software Developers Toolkit Priced per Seat per Exhibit B

(i) Open Source Licensed Tools

(1) GNU Software Development Tools

· GNU Assembler/Disassembler

· GNU Linker

· GNU Debugger (gdb)

· GNU Code Profiler

· GNU binary utilities

(2) Open Source Tensilica Tools

· Xtensa C/C++ Compiler

· Xtensa Xplorer – Standard Edition

(3) Support libraries

· XCC runtime libraries

· C and Math libraries

(ii) Tensilica Software Tools

· Xtensa Instruction Set Simulator:

·   Configuration-specific support files for the Xtensa C/C++ compiler

·   Selected software libraries

·   Support files, plug-in tools and utilities for the Xtensa Xplorer development environment

·   Other configuration-specific Xtensa support files and Xtensa software utilities

·   XTOS System Simulation Priced per Seat, per Exhibit B

·   XTMP/XTSC system simulation environment

·   TurboXim simulation environment

2) Software Redistribution Rights Redistribution Bundle Priced Per Seat, Per Exhibit B

(a) GNU Software Development Tools

(b) Support Libraries

(c) Open Source Tensilica Tools

·   Xtensa Xplorer – Standard Edition

·   Xtensa C/C H- Compiler

(d) Tensilica Software Tools

Xtensa Instruction Set Simulator:

·   Configuration-specific support files for the Xtensa C/C-E--F compiler

·   Selected software libraries

·   Other configuration-specific Xtensa support files and Xtensa software utilities

XTMP/XTSC Redistribution Priced Per Seat, or Unlimited Seats, Per Exhibit B

3) Acceptance Requirements Per Section 2.1(d) of the License Agreement, Intel will determine whether the Deliverables and Software Development Tools satisfy the following acceptance requirements:

·   IRAM size of 512KB with the starting address at Ox0.

·   Caches removed

·   Maps the reset vector to Ox0 in IRAM rather than system memory

·   Support for DRAM sizes up to 512K.

·   Support for extended L32R registers

EXHIBIT B

PAYMENTS AND PAYMENT SCHEDULE

1. License Fee

1(a) Licensed Tensilica product

Product Code Product Name Description

DELI N LI-t n BLES

l nits (LS S) Special

PreConfigured LX2 Term Use

36 month Term Use License,

PreConfigured LX2. Includes one

1 $200,000 License

(1) prepaid manufacturing rights fee. XT7-SDK Software Dev Xtensa Software Developers Toolkit 1 $2,000 Toolkit Single Seat, 12 month license. Seat [Includes Open Source Licensed Tools, Xtensa ISS, XCC Compiler, Xtensa Xplorer - Standard Edition]. Included in such toolkit will be XTOS Research & Evaluation License ($50,000) Credit 330HIFI DELIVERABLES LICENSE FEE SUBTOTAL $152,000 'PPLIC k l 10's SOF1 NN kIZE OBJECT CODE H12-MP3DB HiFi2 MP3 MP3 two-channel Decoder for the 1 Included Decoder, Object Xtensa LX HiFi2 Audio Engine. Code Supports MPEG1 and MPEG2 - L1/L2/L3 and MPEG2.5 - L3 streams, object (binary) code; Evaluation License 1112-M4DBLC HiFi2 MPEG 2/4- AAC-LC Audio MPEG 2/4-AAC-Low Complexity, two channel Audio Decoder supporting 1 Included Decoder, Object ADIF&ADTS for the Xtensa LX HiFi2 Code Audio Engine, object (binary) code; Evaluation License I12-APV1DB HiFi2 aacPlus-vl aacPlus-v1, two channel Audio Included Audio Decoder, Object Code Decoder for the Xtensa LX HiFi2 Audio Engine, object (binary) code; 1 Evaluation License H12-APV2DB HiFi2 aacPlus-v2 aacPlus-v2, two channel Audio Included Audio Decoder, Object Code Decoder for the Xtensa LX HiFi2 Audio Engine, object (binary) code; 1 Evaluation License H12-AMRWCB HiFi2 AMR Wide AMR Speech Codec (wide band) for the Included Band Speech Xtensa LX HiFi2 Audio Engine, object 1 Codec, Object Code (binary) code; Evaluation License "Included" as set forth in this Exhibit B means the deliverable or code is included as part of the $152,000.00 deliverables license fee above (i.e., Intel owes no fees over and above such license fee).

H12-AMRNCB HiFi2 AMR Narrow AMR Speech Codec (narrow band) for Included Band Speech Codec, Object Code the Xtensa LX HiFi2 Audio Engine, object (binary) code; Evaluation License 1 H12-29CB HiFi2 G729 Speech G729AB Speech Codec for the Xtensa Included Codec, Object Code LX HiFi2 Audio Engine, object (binary) code; Evaluation License 1 H12-WDB HiFi2 WMA WMA Decoder for the Xtensa LX HiFi2 Included Decode, Object Audio Engine, object (binary) code; 1 Code Evaluation License APPLICATION SOFTWARE OBJECT CODE LICENSE FEE $0 SUBTOTAL St_ PPOR F SMM-S Support Multimedia Std — (Application Software Object Multimedia Application Software support for audio codecs. Support services for two (2) named points of contact, for 12 months. $20,000 Code support) SHW-S Support Std (support for Standard Tensilica processor hardware and Software Development $20,000 Software Development Tools and Tools support package. Support services for two (2) named points of contact, for 12 months. Deliverables) SUPPORT SUBTOTAL $40 000 TO I 1LS LICENSE FEE TOTAL 192,000 + applicable taxes (subject to Sections 5.9 and 5.10 F t RrItER OPTIONS Software Dev Xtensa Software Developers Toolkit $2,000 Per Toolkit, V7 for V7, Single Seat, 12 month license. Seat per year Software [Includes Open Source Licensed Redistribution in accordance with Tools, Xtensa ISS, XCC Compiler, Xtensa Xplorer - Standard Edition] Section 2.7 XTMP XTMP/XTSC System Simulation option (XTMP 1 $2,000 per and XTSC), Single Seat, 12 month license Seat Seat per year TURBO TurboXim TurboXim Simulation option, Single 1 $2,000 per Seat, 12 month license Seat Seat per ear OPT ION:11, 1.PPLR ZION SOt 111 11a OBJEC I COME NI 1IN IF N ANC F. HiFi2 MP3 12 months of Maintenance for MP3 1 $5,000 Decoder, Object Decoder, Object Code Coder Maintenance —HiFi2 MPEG 2/4- AAC-LC Audio Decoder, Object Code. Maintenance 12 months of Maintenance for AAC-LC Decoder, Object Code 1 $6,600 HiFi2 aacPlus v1 Audio Decoder, Object Code, Maintenance 12 months of Maintenance for aacPlus v 1 Decoder, Object Code 1 $7,500 HiFi2 aacPlus-v2 Audio Decoder, Object Code, Maintenance 12 months of Maintenance for aacPlus v2 Decoder, Object Code 1 $8,250 HiFi2 AMR Wide Band Speech Codec, Object Code, Maintenance 12 months of Maintenance for AMR Wide Band Speech Codec, Object Code 1 $8,000 HiFi2 AMR Narrow Band Speech Codec, Object Code, Maintenance 12 months of Maintenance for AMR Narrow Band Speech Codec, Object Code 1 $8,000 HiFi2 G729 Speech Codec, Object Code,

Maintenance 12 months of Maintenance for G729 Codec, Object Code 1 $7,000 HiFi2 WMA 12 months of Maintenance for WMA $6,300 Decoder, Object Decoder, Object Code 1 Code, Maintenance

1(b) Option to Extend Software Development Tools Use Rights and Maintenance Licensee may purchase, on an annual basis, up to two additional years of the rights granted under Sections 2.4 and 2.5 so that Licensee may exercise the rights granted under Sections 2.4 and 2.5 during the Design Term. If Licensee elects to extend such rights on an annual basis, Licensee shall pay Additional Software Development Tools Licensee Fees on a per-seat basis as set forth in the table above. For clarity, Licensee need not purchase two additional years of such rights at the same time. Instead, Licensee may extend such rights for the second year upon payment of the annual license fee on a per-seat basis and, after such second year, Licensee may elect to extend such rights for the third year upon payment of the annual license fee on a per-seat basis. Licensee may from time to time purchase additional seats of Software Development Tools and may alter the numbers of seats of tools purchased upon the anniversary date. Each such tool purchased by Licensee on a per seat basis may be used directly by Licensee or redistributed under the terms of Section 2.7.

1 (c) Optional Application Software Object Code Maintenance Licensee may opt to purchase maintenance services for the Application Software Object Code as described in Section 2.10. The fee for each year of maintenance ("Maintenance Fee") for each type of Application Software Object Code is listed in the chart above. Each year of maintenance shall always begin on an anniversary of the Activation Date of this License Agreement and end on an anniversary of the Activation Date of this License Agreement ("Maintenance Period"). The annual Maintenance Fee shall not be prorated if Licensee elects to purchase maintenance after a Maintenance Period has begun. In the event that Licensee allows a lapse in the maintenance services and then subsequently elects to purchase maintenance, Licensee shall pay Tensilica the Maintenance Fee for all prior Maintenance Periods in which Tensilica had Updates available for release. Solely by way of example, if Licensee elects not to purchase maintenance for the MP3 Decoder in the first two years from the Activation Date (the first 2 Maintenance Periods), but elects to purchase Maintenance in the third year (the third Maintenance Period), then Licensee shall pay $5,000 for the third year, plus $5,000 for the first year (if there was one or more Update released in that year), plus $5,000 for the second year (if there was one or more Update released in that year), for a potential maximum of $15,000. If there were no MP3 Decoder Updates released in the first two years, in this example, then Licensee would only pay $5,000 for maintenance for the third Maintenance Period.

1(d) Option to Purchase Support. Support is optional and may be purchased on an annual basis as set forth in the table above and Exhibit C. The price for support services for the processor hardware and Software Development Tools during the Design Term for two Licensee contacts shall be US$20,000 per year. The price for support services for the multimedia application software (i.e., Application Software Object Code support) during the Design Tenn for two Licensee contacts shall be US$20,000 per year. The annual support fee covers all Licensee Products (i.e., there is not a separate support fee for each Licensee product).

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EXHIBIT D

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5. Tensilica Representative (referenced in Sections 4, 7 and 8) Dan Weed.

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EXHIBIT E

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Exhibit A of Tensilica Software End User Sublicense Agreement DESCRIPTION OF SOFTWARE Software Tool Name[s] GNU Software Development Tools Xtensa C/C++ Compiler Support libraries for the Xtensa compiler Xtensa Instruction Set Simulator Other configuration-specific libraries & supporting Xtensa utilities Version Term of Use v7 No end term v7 months from Effective Date C/C++ v7 months from Effective Date v7 months from Effective Date Xtensa v7 months from Effective Date software DESCRIPTION OF SITE End User Corporate Name End User Site Address Confidential — XSP-101906 Page 31 of 32 EXHIBIT G DESCRIPTION OF APPLICATION SOFTWARE OBJECT CODE 1. Deliverable items For each Application package listed in Exhibit B • Application Software Object Code (codec library) • Example application / sample testbench (source code) • Programmer's Guide Fee Schedule Per Exhibit B 2. Third Party Licenses That May Be Needed AAC and aacPlus Decoder

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