

## Source and Object Code Internal Use License Agreement

**IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT, WHICH IS LEGALLY BINDING. AFTER YOU READ IT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO ITS TERMS. DO NOT CLICK “I HAVE READ AND AGREE” UNLESS: (1) YOU WILL USE THE LICENSED MATERIALS FOR YOUR OWN BENEFIT AND PERSONALLY ACCEPT, AGREE TO AND INTEND TO BE BOUND BY THESE TERMS; OR (2) YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY .**

**Important – Read carefully:** In this Agreement “you” means you personally if you will exercise the rights granted for your own benefit, but it means your company (or you on behalf of your company) if you will exercise the rights granted for your company’s benefit. This source and object code internal use license agreement (“**Agreement**”) is a legal agreement between you and Texas Instruments Incorporated (“**TI**”). The “**Licensed Materials**” subject to this Agreement include the software programs and any associated electronic documentation (in each case, in whole or in part) that accompany this Agreement and are set forth in the applicable software manifest **and** you access either “on-line” or through any type of media storage such as, but not limited to CD, USB Stick, etc., as well as any updates, modifications or upgrades to such software programs or 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 semiconductor devices and/or evaluation hardware modules manufactured by or for TI (collectively, “**TI Devices**” and each a “**TI Device**”). By installing, copying or otherwise using the Licensed Materials you agree to abide by the provisions set forth herein. If you choose not to accept or agree with these provisions, do not download or install the Licensed Materials.

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### 1. Licensed Materials License Grant and Use Restrictions.

#### a. License Grant

i. Source Code and Binary Code Limited Internal 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, royalty-free, license only to make copies of, prepare derivative works of, display internally and use internally the Licensed Materials solely in connection with TI Devices.

ii. Contractors. The licenses granted to you hereunder shall include your on-site and off-site contractors (either an individual or entity), while such contractors are performing work for or providing services to you, provided that such 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 contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.

b. NO OTHER LICENSE. 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS AGREEMENT DOES NOT CONVEY ANY LICENSE TO USE THE LICENSED MATERIALS IN PRODUCTION, OR TO DISTRIBUTE THE LICENSED MATERIALS TO ANY THIRD PARTY. YOU ARE REQUIRED TO EXECUTE A SEPARATE LICENSE AGREEMENT WITH TI BEFORE MANUFACTURING OR DISTRIBUTING THE LICENSED MATERIALS OR ANY PRODUCTS THAT CONTAIN THE LICENSED MATERIALS.

You hereby acknowledge and agree that (i) any unauthorized use or distribution of the Licensed Materials is a material breach of this Agreement, (ii) any unauthorized use or distribution will be at your sole risk, and (iii) notwithstanding any such unauthorized use or distribution, the terms of this Agreement other than the License Grant (Section 1(a)) shall continue to apply. No such unauthorized use or distribution shall impose any liability on TI, or any of its licensors, whether implied, by estoppel, through course of dealing, or otherwise. You hereby agree to indemnify TI, its affiliates and licensors against any and all claims, losses, and damages based on your use or distribution of the Licensed Materials in breach of this Agreement.

c. Covenant not to Sue. During the term of this Agreement, you agree not to assert a claim against TI or its licensees that Licensed Materials infringe your intellectual property rights.

d. Restrictions. You shall maintain the source code versions of the Licensed Materials under password control protection and shall not disclose such source code versions or distribute the Licensed Materials to any person other than your employees and contractors whose job performance requires access. You may use the Licensed Materials for benchmarking internally against competing products under normal conditions, but shall not publish or disclose any benchmarking data to any person other than your employees who have a need to know or to TI pursuant to the reporting obligation set forth in Section 1(e). You shall not use the Licensed Materials 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 is a material breach of this Agreement. You shall not use the Licensed Materials for the purpose of analyzing or proving infringement of any of your patents by either TI or TI's customers. Except as expressly provided in this Agreement, you shall not copy, publish, disclose, display, provide, transfer or make available the Licensed Materials to any third party and you shall not sublicense, transfer, or assign the Licensed Materials or your rights under this Agreement to any third party. You shall not mortgage, pledge or encumber the Licensed Materials in any way. You may use the Licensed Materials with Open Source Software or with software developed using Open Source Software tools, provided you do not incorporate, combine or distribute the Licensed Materials in a manner that subjects the Licensed Materials to any license obligations or any other intellectual property related terms of any license governing such Open Source Software.

e. Reports. At TI's request, you will complete and send to TI, one (1) written evaluation report concerning the performance of the Licensed Materials, including failure logs, status reports, and error reports, as well as any and all benchmarking results relating to the comparison of the Licensed Materials with competitive products. Such report will also discuss your evaluation of the strengths and weaknesses of the Licensed Materials and any recommended improvements.

f. Term and Termination. The term of this Agreement shall begin on the date the Licensed Materials are delivered to you together with this Agreement. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, TI may end this Agreement and your right to use the Licensed Materials with no liability to you upon written notice to you if you fail to comply with the terms of this Agreement; or you are acquired. Upon termination of this Agreement, you will destroy any and all copies of the Licensed Materials 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 (c)**, all provisions of this Agreement shall survive.

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 TI's licensors own and shall continue to own all right, title, and interest in and to the Licensed Materials, including all copies thereof. You 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 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 of the Licensed Materials or your use of your products that include or incorporate the Licensed Materials. 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.

4. **Audit Right.** At TI's request, and within thirty (30) calendar days after receiving written notice, you shall permit an internal or 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. You shall keep full, complete, clear and accurate records with respect to your use of the Licensed Materials 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 and its licensors. You agree to use the Licensed Materials solely within the scope of the licenses set forth herein, to maintain the Licensed Materials 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 to any third party, except as may be necessary and required in connection with your rights and obligations hereunder; provided, however, that you may not provide the Licensed Materials to any business organization or group within your company or to customers or contractors that design or manufacture semiconductors unless TI gives written consent. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials and to diligently take steps to enforce such agreements in this respect. 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 OR INCORPORATING THE LICENSED MATERIALS IN OR WITH ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF THE LICENSED MATERIALS IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES.

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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 USE OF THE LICENSED

MATERIALS OR YOUR USE OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS.

**8. No Technical Support.** TI and its licensors are under no obligation to install, maintain or support the Licensed Materials.

**9. Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Contracts Manager, Analog. All notices shall be deemed served when received by TI.

**10. Export Control.**

a. The Licensed Materials are subject to U.S. export controls and sanctions, the most important of which are administered by the Commerce Department's Bureau of Industry and Security ("BIS") under its Export Administration Regulations ("EAR") (15 Code of Federal Regulations Parts 730-774) and the Treasury Department's Office of Foreign Assets Control ("OFAC") under its Foreign Assets Control Regulations (31 Code of Federal Regulations Part 500). You will comply, and will ensure that your subsidiaries comply, with all applicable laws and regulations whenever it exports, re-exports, or transfers Licensed Materials. Licensed Materials may not be exported, re-exported, transferred, or resold to a person or entity barred by the U.S. Government (collectively, "Denied Persons") from participating in export activities. Denied Persons include, but are not limited to, those individuals or entities listed on the Commerce Department's Denied Persons List, the Commerce Department's Entity List, the Directorate of Defense Trade Controls' List of Statutorily Debarred Parties, and the Treasury Department's List of Specially Designated Nationals.

b. Unless prior authorization is obtained from BIS, OFAC, or any other responsible U.S. Government agency, neither you nor your subsidiaries shall (i) sell, export, re-export, transfer, resale or release, directly or indirectly (including, without limitation, by permitting the Licensed Materials to be downloaded), any technology, software, or software source code, received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code to any U.S. embargoed, sanctioned, or restricted destinations as defined in EAR Supplement No. 1 to Part 740, Country Group E, or to any entities or enterprises listed in EAR Supplement No. 4 to Part 744; or (ii) export, re-export, transfer, release, purchase, or resale for a military end-use or to a military end-user in a country listed in EAR Supplement No. 1 to Part 740, Country Group D1. "Military end-use" means incorporation into a military item described on the U.S. Munitions List ("USML") (22 Code of Federal Regulations Part 121, International Traffic in Arms Regulations) or the International Munitions List ("IML") (as set out on the Wassenaar Arrangement website at [www.wassenaar.org](http://www.wassenaar.org)); or commodities classified under Export Control Classification Numbers ("ECCNs") ending in "A018" or under "600 series" ECCNs. "Military end-user" means the national armed services (e.g., army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support a military end-use. Licensed Materials may not be exported, re-exported, transferred, or resold, directly or indirectly, for the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology without U.S. Government authorization.

c. You will observe all other applicable restrictions concerning other end-uses/end-users according to other laws and regulations (e.g., European Commission regulations or any other national regulations). Further, you will obtain any necessary export authorization prior to the exportation, re-exportation, or transfer of any Licensed Materials acquired from TI under this agreement. Each party will secure, at its own expense, such authorization and export and import documents as are necessary for each respective party to fulfill its obligations under this agreement. 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 authorization is required for the exportation of such software. If you violate any of your obligations under this Section, TI may terminate, cancel, or otherwise be excused from performing any obligations it may have under this Agreement.

d. All obligations under this section shall survive termination of this License.

**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 will be sent to the PRC, the following provisions shall apply:

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 and shall be authoritative and controlling, whether or not translated into a language other than English to comply with law or for reference purposes. 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.

**13. Contingencies.** TI shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond TI's reasonable control.

**14. 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.