DSP CONCEPTS, INC
EVALUATION SOFTWARE LICENSE AGREEMENT FOR AUDIO WEAVER

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"SOFTWARE" shall mean the Audio Weaver audio signal processing development environment which is included in PRODUCT. A part of the SOFTWARE executes on the PC and a part executes on an embedded audio processor.

"EXAMPLES" shall mean the block diagrams showing implementations of audio functions in Audio Weaver.

"DOCUMENTATION" shall mean all documents relating to the Audio Weaver Product supplied by DSPC including, but not limited to, user guides, API documentation, module documentation, and tutorials on how to use the PRODUCT.

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8.3. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. NO MAINTENANCE, SUPPORT OR SERVICES. Under no circumstances shall DSPC have any obligation to LICENSEE, its customers or anyone else to provide any maintenance, support or other services for the PRODUCT.

10. GENERAL.

10.1. Compliance with Laws. LICENSEE shall comply with all applicable US and other laws and regulations in performance of this Agreement and use of PRODUCT. LICENSEE agrees to comply fully with all relevant export laws and regulations of the United States and any other applicable jurisdiction ("Export Laws") to ensure that the PRODUCT is not: (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation. .

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10.3. No Assignment. LICENSEE shall not assign or transfer this Agreement or any right or license granted hereunder nor delegate any obligation hereunder, by operation of law or otherwise, without DSPC"s prior express written consent and any attempt to do so, without such consent will be void.

10.4. Choice of Law; Exclusive Forum. All actions arising out of this Agreement shall be governed by the laws of the State of California without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The state and federal courts located in Santa Clara County in the State of California will have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement and each party hereby irrevocably consents and submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.

10.5. Injunctive Relief. It is understood and agreed that notwithstanding any other provisions of this Agreement, LICENSEE"s breach of confidentiality obligations or provisions relating to LICENSOR"s intellectual property rights (including, without limitation, the PRODUCT) will cause irreparable damage for which recovery of money damages would be inadequate, and that LICENSOR will therefore be entitled to seek timely injunctive relief in any court of competent jurisdiction to protect its rights under this Agreement, in addition to any and all remedies available at law.

10.6. Notices. All notices required under this Agreement will be: (a) sent to LICENSEE at the email address provided by LICENSEE upon registration for download of the PRODUCT (b) sent to DSPC by overnight delivery service or by certified mail to 3235 Kifer Road, Suite 100, Santa Clara, CA 95051, (c) be in writing (d) effective upon dispatch and (f) sent to a party by overnight delivery service or by certified mail at such other address as may be specified by that party to the other party by notice given in accordance with this section.

10.7. Integration Clause. This Agreement is the complete and exclusive statement of the Agreement between YOU and DSPC regarding the subject matter hereof and supersedes all prior oral and written communications, agreements, representations, statements and undertakings with respect to such subject matter, including any terms and conditions on LICENSEE"S purchase order or other purchase documents. The terms and conditions of this Agreement shall supersede any different, conflicting or additional terms on such documents from Licensee and the terms on such documents shall be of no force or effect. No modification, termination, extension, renewal or waiver of, nor addition to the terms and conditions of this Agreement shall be binding upon DSPC unless specifically set forth in writing, and signed by an authorized official of DSPC.

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