**SOFTWARE
LICENSE AGREEMENT**

This License Agreement is effective upon your use of the Licensed Materials (as defined herein); you ("Licensee") agree that we need not sign this License Agreement in order for it to take effect. By evaluating and/or using the Licensed Materials in the manner as limited herein, you agree to the terms and conditions of this license.

Definitions:

For purposes of this Agreement,

"*Affiliate*"   means any entity which directly or indirectly: (i) controls a party; (ii) is controlled by a party; or (iii) is under common control with a party.

"*Control*" means the direct or beneficial ownership of a voting interest of at least fifty percent (50%) (or less in a foreign jurisdiction where majority ownership is prohibited by law) or the right or power, directly or indirectly, to elect a majority of the board of directors, or the right or power to control management.

"*Derivative Source Programs*" means Licensee's Source Code programs that incorporate all or any portion of the Licensed Material Source Code and are designed to operate in conjunction with Silicon Labs Audio Products.

"*End User*" means a purchaser, recipient and/or user of Licensee Products.

"*External Manufacturer*" means a third-party manufacturer, including such manufacturer's subcontractors and agents, which is authorized by Licensee to design and/or manufacture the Licensee Products and to use, install, and test the Licensee Products and the Licensed Programs.

"*Licensed Programs*" means the software programs provided by Silicon Labs, in Object Code form only, including those programs derived from the Derivative Source Programs that are designed to operate in Licensee Products in conjunction with Silicon Labs Audio Products.

"*Object Code*" means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.

"*Source Code*" means the computer programming code in an uncompiled form readable by humans which cannot be executed by a processor unless it is compiled into binary form.

The Parties agree as follows:

1.   Background. Silicon Labs owns documentation, Source Code, Object Code, software and executables related to audio tuners ("*Licensed Materials*") for use with Silicon Labs' AM and/or FM tuner products and related Silicon Labs' products (collectively, the "*Silicon Labs Audio Products*"). Licensee desires to license all or a part of these Licensed Materials from Silicon Labs for incorporation into Licensee's own products (a "*Licensee Product*") for use with Silicon Labs Audio Products.

2.   License Grant.

    A.   <u>License to Licensee</u>.   Silicon Labs grants Licensee a limited, world-wide, nontransferable, nonexclusive, royalty-free, perpetual license under all applicable Silicon Labs' intellectual property rights to incorporate all or a portion of the Licensed Materials within the Licensee Product, with limited rights to sublicense. Licensee may:

        (a) Copy, prepare derivative works of, compile and modify Source Code of the Licensed Materials, and merge portions of the Source Code into Licensee's program material, to create Derivative Source Programs solely for Licensee to design, develop, modify, test,

support and/or debug Derivative Source Programs and/or Licensed Programs that are intended to operate in Licensee Products for use with Silicon Labs Audio Products.

(b) Reproduce and distribute the Derivative Source Programs under agreements consistent with Licensee's rights and obligations under this Agreement to third party contractors solely (1) to modify for Licensee's use in developing and maintaining the Licensed Programs; and (2) to enable Licensee to distribute Licensed Programs externally to End Users in accordance with Section 2.A (d) below.

(c) Reproduce and distribute Licensed Programs internally and to Licensee's External Manufacturers under agreements consistent with Licensee's rights and obligations under this Agreement, solely (1) for Licensee's use in developing and maintaining the Licensed Programs; and (2) to enable Licensee to distribute Licensed Programs externally to End Users in accordance with Section 2.A (d) below; and

(d) Distribute Licensed Programs externally to Licensee's End Users, either directly or through Licensee's distribution channels and methods, but only for use with Licensee Products.

B. <u>License Restrictions</u>. The rights granted under this Section 2 are subject to the following conditions:

(a) Licensed Materials and Derivative Source Code may only be used with Licensee Products that are used with products that contain Silicon Labs Audio Products.

(b) Except as permitted to modify Source Code in Section 2, no Licensee or sublicensee shall reverse engineer, reverse compile/decompile, modify, dissemble or create derivative works of any of the Licensed Materials.

(c) No Licensee or sublicensee shall distribute, sell, sublicense, transfer or use the Licensed Materials other than for a Licensee Product.

C. Sublicensing

(a) Licensee's right to sublicense the Licensed Materials or the Derivative Source Code is limited exclusively to (1) Affiliates of Licensee, (2) End Users of Licensee to whom Licensee markets, promotes, sells, licenses and/or distributes its Licensee Products, (3) third-party subcontractors to Licensee that are authorized by Licensee to modify, market, promote, sell, license and/or distribute software for Licensee Products, and (4) customers of End Users.

(b) Affiliates and End Users shall have the limited right to sublicense only the Licensed Programs incorporated or embedded in Licensee Products and shall not distribute or sublicense the Source Code form of the Licensed Materials under any circumstances.

(c) Subcontractors of Licensee and customers of End Users shall have no right to sublicense Licensed Programs, Licensed Materials or Derivative Source Code.

(d) Except as permitted in Sections 2.A (b), 2.A (c) and 2.A (d), no sublicensee shall have any further or additional rights to the Licensed Materials.

3. Ownership of Licensed Materials. Nothing in this Agreement shall be construed to constitute a sale of the title, ownership and proprietary rights with respect to the Licensed Materials. Silicon Labs retains all title and ownership of all proprietary rights, including but not limited to any and all moral rights, to the Licensed Materials, and each whole or partial copy thereof. Moreover, any and all trademarks or logos of Silicon Labs shall remain the property of Silicon Labs. Copyright notices, trademarks and logos of Silicon Labs shall not be removed from the Licensed Materials. Silicon Labs retains the right to make changes to the Licensed Materials at any time without notice and is not obligated to support or update the Licensed Materials. Licensee shall own all right, title and interest in and to the modifications of the Licensed Software that are created by or on behalf of Licensee under the license granted under Section 2, subject to Silicon Labs' ownership of the original portions of such derivative works.

4. Term of License. This license commences on the Effective Date and shall continue in perpetuity unless terminated for cause in accordance with the terms of this Agreement.

5. Termination of the Agreement. Licensee may terminate this Agreement at any time without cause subject to thirty (30) days prior written notice to the other Party. Silicon Labs may terminate this Agreement for cause if Licensee has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice of such breach is sent to Licensee. Upon termination of this Agreement, Licensee shall immediately cease reproducing and using any Licensed Materials and promptly return to Silicon Labs all Licensed Materials, any copies or reproductions of Licensed Materials and any other property of Silicon Labs held by Licensee. If this Agreement is terminated for any reason other than Licensee's uncured material breach of its terms, Licensee may continue to distribute existing Licensee Product containing Licensed Programs

already in inventory as of the effective date of termination; otherwise, the license granted hereunder shall be revoked and all use of the Licensed Materials shall cease upon the effective date of termination.

6. No Warranties, Limitation of Liability. The Licensed Materials, whether separate from or embedded in or as part of a Licensee Product or any other product, ARE FURNISHED "AS IS". The **entire risk** as to all Licensed Materials, including without limitation all risks as to quality, performance, infringement or misappropriation is with Licensee. **SILICON LABS MAKES NO WARRANTIES AS TO THE LICENSED MATERIALS AND EXPRESSLY DISCLAIMS ANY WARRANTIES, WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE. SILICON LABS SPECIFICALLY, AND WITHOUT LIMITATION, DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

In no event shall Silicon Labs be liable to the Licensee for any damages in connection with this Agreement, including special, collateral, indirect, incidental, consequential, exemplary, punitive, or enhanced damages ("*Excluded Damages*") under any claim or liability by or against the Licensee. Excluded Damages include costs of removal and reinstallation of products or other items, reprocurement costs (including administrative and personnel costs) or replacement or substitute items, loss of goodwill, loss of revenue or profits, and loss of use, without regard to whether Silicon Labs has been notified in advance of the possibility of any such claim or damage.

7. Miscellaneous.
   A.   This Agreement shall be governed by the laws of the state of Texas, U.S.A, without regard to its conflict of laws or the 1980 United Nations' Convention on Contracts for International Sale of Goods.
   B.   The Parties shall comply with all applicable federal, provincial, state and local laws, regulations and ordinances, including but not limited to, applicable U.S. Export Administration Laws and Regulations.
   C.   Licensee acknowledges that any breach of the obligations herein will cause irreparable injury for which there are no adequate remedies at law, and therefore Silicon Labs shall be entitled to seek injunctive relief in addition to any other remedies available hereunder at law or in equity.
   D.   The waiver by either party of any default or breach of this agreement shall not constitute a waiver of any other or subsequent default or breach. If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.
   E.   All rights conferred hereunder or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.
   F.   Licensee shall not assign any of the rights or obligations under this Agreement without prior written consent of Silicon Labs. Any purported or attempted assignment, by operation of law or otherwise, contrary to the preceding sentence shall be null and void. For Silicon Labs Audio Products that are sold or delivered to Licensee in the United States, Silicon Labs Incorporated is the licensor of the Licensed Materials. In cases where the Silicon Labs Audio Products are sold or delivered to Licensee outside the United States, the licensor is Silicon Laboratories International Pte. Ltd. Neither Silicon Labs nor Licensee is authorized to oblige the other party or act in the name of the other party other than as stated in this Agreement.
   G.   The Agreement does not create a joint venture, partnership or association between the Parties.
   H.   All notices under this Agreement are to be sent by mail with confirmation of receipt to Silicon Labs at 400 West Cesar Chavez, Austin, Texas 78701 USA. Attn: Legal Department.
   I.   This Agreement expresses the entire understanding and agreement between the Parties with regard to the subject matter contained herein and supersedes all agreements, representations and understandings, whether written or oral, if any, previously entered into between the Parties with regard to the subject matter hereof.
   J.   This Agreement shall not be subject to change or modification except by the execution of an instrument in writing signed by the Parties.
   K.   The Source Code and other non-Object Code of the Licensed Materials shall be subject to the confidentiality obligations separately executed by the Parties in a Confidentiality Agreement.

9. Effective Date. This Agreement is effective as of the date of transfer of the Licensed Materials to Licensee ("*Effective Date*").