

## MMWAVE Source Code Evaluation, Development and Demonstration Software License Agreement

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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 and continue until terminated. 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 (i) if you fail to comply with the terms of this Agreement; (ii) if you are acquired; or (iii) at any time after thirty calendar days following the date the licensed materials are delivered to you. 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.

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- 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.
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YOU REPRESENT AND AGREE THAT YOU HAVE THE NECESSARY KNOWLEDGE AND EXPERTISE TO DESIGN, IMPLEMENT AND ASSURE EFFECTIVE SAFEGUARDS TO ANTICIPATE, MONITOR AND CONTROL FAILURES IN SAFETY-CRITICAL APPLICATIONS SO

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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.
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- 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.