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use the Licensed Materials (including any real-time operating system component of the Licensed Material except as binary code embedded in licensed executables) with a processing device other than a DLP Micromirror Chipset for use in Licensee Products;

(iii) use the Licensed Materials on or in connection with any device manufactured by or for an entity other than TI not specified by TI to control the operation of a DLP DMD, nor will you use the Licensed Materials in connection with a field programmable gate array or any other similar device that uses technology not authorized or approved by TI to control the operation of a DLP DMD;

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(vi) copy, publish, disclose, display, provide, transfer or make available the Licensed Materials to any third party, except as provided in this Agreement;

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10. **Severability; Waiver.** If a court of competent jurisdiction finds any provision of the Agreement unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement will continue in full force and effect. Failure by TI to enforce any provision of this Agreement will 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.
11. **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 will apply and will supersede any other provisions in this Agreement concerning the same subject:

a. Registration Requirements. You will 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 will forward evidence of all such approvals to TI for its records. If You fail to obtain such approval or registration, You will be solely responsible for any losses, damages or costs resulting therefrom, and will indemnify TI for all such losses, damages or costs.

b. Governing Language. This Agreement is written and executed in the English language. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement under any governmental laws, regulations or rules, You will be solely responsible for creating such translation. Any translation of this Agreement into a language other than English is intended solely to comply with such laws or for reference purposes, and the English language version will be authoritative and controlling.

1. **Contingencies.** TI will not be in breach of this Agreement and will 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.
2. **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 will take precedence over this Agreement if such agreement states it will control regardless of any prior or subsequent click-wrap, shrink-wrap, or web-wrap software license agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of TI. You warrant and represent that You have obtained all authorizations and other applicable consents required empowering You to enter into this Agreement. **Notwithstanding the foregoing, any signed and effective DLP® Software License Agreement, DLP® Data Processing Agreement, DLP 3-Chip DDP5423 Software License Agreement, or 1-DMD Chip Software Development Tool License Agreement** **will take precedence over this Agreement to the extent it conflicts with this Agreement if the Licensed Material is the same item or an updated or new version or release of such item for use in connection with DLP Micromirror Chipsets, unless TI elects to supply such item under the terms of this Agreement.**

**EXHIBIT A**

Additional Restrictions on Licensed Materials

In addition to the terms of this Agreement, as appropriate, the following terms also govern the use of the third party software which may be in one or more of the Licensed Materials.

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Any Licensed Materials that are intended to configure a Xilinx field-programmable gate array (“FPGA”) may only be used in connection with a Xilinx FPGA. For purposes of this Agreement, a “Xilinx FPGA” is an FPGA device manufactured and marketed by or for Xilinx, Inc.

**Lattice SG Pte. Ltd. owned software:**

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