

Code Composer Studio 5.1 Floating Software License Agreement

IMPORTANT – PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. AFTER YOU READ THIS LICENSE AGREEMENT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. DO NOT CLICK “I ACCEPT” UNLESS: (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS LICENSE AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY; AND (2) YOU INTEND TO ENTER INTO AND TO BE BOUND BY THE TERMS OF THIS LEGALLY BINDING AGREEMENT ON BEHALF OF YOURSELF AND YOUR COMPANY.

Important – Read carefully: This Code Composer Studio 5.1 Floating Software License Agreement (“Agreement”) is a legal agreement between you (either an individual or entity) and Texas Instruments Incorporated (“TI”). The “Licensed Materials” subject to this Agreement include the software programs (in whole or in part) that accompany this Agreement and any “on-line” or electronic documentation (in whole or in part) associated with these software programs. By installing, copying or otherwise using the Licensed Materials you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to accept or agree with these provisions, do not download or install the Licensed Materials.

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By accepting this Agreement, you will gain access to Open Source Software, in which case such Open Source Software will be listed in the applicable software manifest (in whole or in part, the “Open Source Materials”). Your use of the Open Source Materials is subject to the separate licensing terms applicable to such Open Source Materials as specified in the applicable software manifest. For clarification, this Agreement does not limit your rights under, or grant you rights that supersede, the license terms of any applicable Open Source Materials license agreement. If any of the Open Source Materials have been provided to you in object code only, TI will provide to you or show you where can access the source code versions of such Open Source Materials if you contact TI at Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8638, Dallas, Texas 75243, Attention: Contracts Manager, ASP. You may terminate this Agreement in the event you choose not to accept or agree with the terms in any applicable Open Source Materials license agreement, provided that such termination occurs within five (5) calendar days of acceptance of this Agreement and you abide by all applicable license terms in this Agreement until such termination.

1. License Grant and Use Restrictions.

- a. Floating License. Subject to the terms of this Agreement, TI hereby grants to you the following non-exclusive, non-transferable, non-assignable, fee-bearing, non-sublicensable licenses under all TI intellectual property rights embodied in the Licensed Materials:
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ii. Target License. The Licensed Materials may include software programs in an object code format that are designed specifically for use with TI Devices in Target Applications (“Object Code Licensed Materials”). You may (i) make copies, display internally, distribute internally, test and evaluate internally and use internally the Object Code Licensed Materials provided to you for the sole purposes of designing, developing, maintaining and supporting Target Applications, and (ii) make, use, sell, offer to sell, import, export and otherwise distribute the Object Code Licensed Materials, solely as part of Target Applications, provided that such Target Applications are in executable format only that execute solely and exclusively on TI Devices. The Licensed Materials may also include libraries and applications in source code form (“Source Code Licensed Materials”). You may (x) create modified or derivative programs of such Source Code Licensed Materials and (y) make, use, sell, offer to sell, import, export and otherwise distribute executable only versions of the Source Code Licensed Materials, or any derivatives thereof, solely as part of Target Applications, provided that such Target Applications are in executable format only that execute solely and exclusively on TI Devices. For clarification, you may not distribute the Source Code Licensed Materials, or any derivatives thereof, under any circumstances in source code format.

b. Contractors and Suppliers. The licenses granted to you hereunder shall include your on-site and off-site suppliers and independent contractors, while such suppliers and independent contractors are performing work for or providing services to you, provided that such suppliers and independent 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 suppliers or independent contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.

c. Upgrades and Updates. During the term of this Agreement, TI shall at no additional charge provide you with updates (including error and bug fixes) to the Licensed Materials (the “Updates”) when the Updates become commercially available in TI’s sole discretion. For a period of one (1) year following your purchase of the Code Composer Studio 5.1 Floating License (the “Initial Upgrade Period”), TI shall at no additional charge provide you with upgrades (including new versions, enhanced functionality) to the Licensed Materials (the “Upgrades”) when the Upgrades become commercially available in TI’s sole discretion. Following the Initial Upgrade Period and provided that you are current in your payment of the applicable annual subscription fee, TI shall provide you Upgrades when the Upgrades become commercially available in TI’s sole discretion. Updates and Upgrades shall be considered part of the Licensed Materials and you may use the Updates and Upgrades only in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, nothing in the Agreement will be construed as an obligation for TI to provide you with Updates or Upgrades.

d. Limited License to TI and Covenant not to Sue. Continuing for the term of this Agreement, you hereby grant to TI and TI’s licensees of the Licensed Materials, under any of your patents embodied in the Licensed Materials, a non-transferable, non-exclusive, non-assignable, worldwide, fully paid-up, royalty-free license to make, use, sell, offer to sell, import, export and otherwise distribute such Licensed Materials. You covenant not to sue or otherwise assert Derived Patents against TI and TI’s affiliates and their respective licensees of the Licensed Materials. In the event you assign a Derived Patent, you shall require as a condition of any such assignment that the assignee agree to be bound by the provisions in this Section 1(d) with respect to such Derived Patent. Any attempted assignment or transfer in violation of this Section 1(d) shall be null and void. For purposes of this Agreement, “Derived Patents” means any of your patents issuing from a patent application that discloses and claims an invention conceived of by you after delivery of the Licensed Materials, and derived by you from your access to the Licensed Materials.

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- ii. Use of any software application generated using the Licensed Materials on processing devices manufactured by or for an entity other than TI is a material breach of this Agreement. Use of the Licensed Materials to assist in the design, development or verification of a device not manufactured by or for TI is a material breach of this Agreement. Use of the Licensed Materials to generate applications for use with processing devices other than those manufactured by or for TI is a material breach of this Agreement.
- iii. You may either make one copy of the Source Code Licensed Materials for archival purposes or copy the Source Code Licensed Materials to another medium and keep the original Source Code Licensed Materials for archival purposes. Other than as expressly set forth in this Section 1(f)(iii) and in Section 1(a) above, you may not otherwise copy or reproduce the Licensed Materials.
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- v. Your use of the third party proprietary materials included in the Licensed Materials, or any derivatives thereof, is subject to the additional restrictions set forth in Exhibit 1, which is attached hereto and incorporated herein by this reference.
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g. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, if you fail to comply with the terms of this Agreement, TI may terminate your right to use the Licensed Materials, or any derivatives thereof, and any applications generated using the Licensed Materials, or any derivatives thereof, upon written notice to you. Upon expiration or termination of this Agreement, you will destroy any and all copies of the Licensed Materials, including any derivatives thereof, 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 1(b) and the limited license to TI in Section 1(d), all provisions of this Agreement shall survive expiration or termination of this Agreement.

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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 or distribution of the Licensed Materials, or your use or distribution of your products that include or incorporate the Licensed Materials. Moreover, you acknowledge that any fees or royalties paid to TI pursuant to this Agreement, as applicable, do not include 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. You further acknowledge that you are responsible for any such third party fees or royalties.

4. Taxes. You shall be solely responsible for payment of any and all international, federal, state and local sales, use, value-added and excise taxes, and any other taxes or duties of any nature whatsoever assessed upon the licenses granted hereunder or otherwise arising from this Agreement ("Transaction Taxes"), except that items of tax based in whole or in part on the income of a party shall be the sole responsibility of that party. If you are subject to Transaction Taxes outside of the United States, you agree to provide TI with duly executed exemption, resale or other certificate(s) required by locally applicable laws as evidence that local Transaction Taxes are not applicable, otherwise TI will levy Transaction Taxes as required by applicable law. If you are required to withhold any amount of national tax from your payment to TI, you shall promptly effect payment to the appropriate tax authority and provide TI with official tax receipts as evidence of payment. You shall also take all reasonable steps to minimize such withholding tax, including securing the minimum rate under any income tax convention which the country imposing the withholding tax has with the United States.

5. Confidential Information. You acknowledge and agree that the Licensed Materials, and any derivatives thereof, contain trade secrets and other confidential information of TI and its licensors.

You agree to use the Licensed Materials, or any derivatives thereof, solely within the scope of the licenses set forth herein, to maintain the Licensed Materials, or any derivatives thereof, 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, or any derivatives thereof, to any third party, except as may be necessary and required in connection with your rights and obligations hereunder. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials, or any derivatives thereof, and to diligently take steps to enforce such agreements in this respect. TI agrees that industry standard employment agreements used in the normal course of your business shall satisfy the requirements of this section. TI may disclose your contact information to TI's licensors.

- 6. Warranties and Limitations.** THE LICENSED MATERIALS ARE PROVIDED "AS IS". TI AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING YOUR PRODUCTS AND DERIVATIVES OF THE LICENSED MATERIALS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY TI TO MAINTAIN PRODUCTION OF ANY TI SEMICONDUCTOR DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED MATERIALS, OR ANY DERIVATIVES THEREOF, MAY BE USED.

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- 7. Indemnification Disclaimer.** YOU ACKNOWLEDGE AND AGREE THAT TI AND ITS APPLICABLE LICENSORS 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 MANUFACTURE, USE OR DISTRIBUTION OF THE LICENSED MATERIALS, OR ANY DERIVATIVES THEREOF, OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS, OR ANY DERIVATIVES THEREOF.
- 8. No Technical Support.** TI and TI's licensors are under no obligation to install, maintain or support the Licensed Materials, or any derivatives thereof.
- 9. Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8638, Dallas, Texas 75243, Attention: Contracts Manager, ASP, with a copy to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department - ASP. All notices shall be deemed served when received by TI.

- 10. Export Control.** You hereby acknowledge that the Licensed Materials are subject to export control under the U.S. Commerce Department's Export Administration Regulations ("EAR"). You further hereby acknowledge and agree that unless prior authorization is obtained from the U.S. Commerce Department, neither you nor your customers will export, re-export or release, directly or indirectly, any technology, software or software source code (as defined in Part 772 of the EAR), received from TI, or export, directly or indirectly, any direct product of such technology, software or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software or software source code, or direct product is prohibited by the EAR. You agree that none of the Licensed Materials may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan and Syria or any other country the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you will not use or transfer the Licensed Materials, or any derivatives thereof, for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license or for a military end-use in, or by any military entity of, Albania, Armenia, Azerbaijan, Belarus, Cambodia, China, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Libya, Macau, Moldova, Mongolia, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and Vietnam. 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 license or other documentation is required for the exportation of such software.
- 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, or any derivatives thereof, will be sent to the PRC, the following provisions shall apply and shall supersede any other provisions in this Agreement concerning the same subject matter:
- 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. 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. Any translation of this Agreement into a language other

than English is intended solely in order to comply with such laws or for reference purposes, and the English language version shall be authoritative and controlling.

c. Export Control.

- i. Diversions of Technology. You hereby agree that unless prior authorization is obtained from the U.S. Department of Commerce, neither you nor your subsidiaries or affiliates shall knowingly export, re-export or release, directly or indirectly, any technology, software or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from TI or any of its affiliated companies, or export, directly or indirectly, any direct product of such technology, software or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code or direct product is prohibited by the EAR.
- ii. Assurance of Compliance. You understand and acknowledge that products, technology (regardless of the form in which it is provided), software or software source code, received from TI or any of its affiliates under this Agreement may be under export control of the United States or other countries. You shall comply with the United States and other applicable non-U.S. laws and regulations governing the export, re-export and release of any products, technology, software or software source code received under this Agreement from TI or its affiliates. You shall not undertake any action that is prohibited by the EAR. Without limiting the generality of the foregoing, you specifically agree that you shall not transfer or release products, technology, software or software source code of TI or its affiliates to, or for use by, military end users or for use in military, missile, nuclear, biological or chemical weapons end uses.
- iii. Licenses. Each party shall secure at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Agreement. If such licenses or government approvals cannot be obtained, TI may terminate this Agreement, or shall otherwise be excused from the performance of any obligations it may have under this Agreement for which the licenses or government approvals are required.

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, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

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. 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.

Exhibit 1
Additional Restrictions for Third Party Proprietary Materials

FTDI Device Drivers:

The Future Technology Devices Intl. Limited ("FTDI") device drivers may be used only in conjunction with products based on FTDI parts.

FTDI license information is not modified.

If a custom Vendor ID and/or Product ID, or description string are used, it is the responsibility of the product manufacturer to maintain any changes and subsequent WHQL re-certification as a result of using these changes.