

Code Composer Studio 6 Software License Agreement

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(B) Code Size Limited: You generate limited size Licensee Applications that execute solely and exclusively on MSP430 processing devices and do not exceed a code size limit of 16KB; OR

(C) Limited 90-Day Period: You agree that this Agreement, including the licenses granted herein, shall be limited to a ninety (90)-day period.

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- vi. You may only use the Licensed Materials under one of the following options:
 - A. Bundled: Debugging of Licensee Applications is restricted to using (x) an XDS100 class emulator, (y) a development board with an applicable on-board emulator or (z) an instruction set simulator.
 - B. Code Size Limited: Licensee Applications may only be generated for MSP430 processing devices and must not exceed a code size limit of 16KB.
 - C. Limited 90-Day Period: You agree that this Agreement, including the licenses granted herein, shall be limited to a ninety (90)-day period.

g. Termination. If your use of the Licensed Materials, or any derivatives thereof, falls within the limitations set forth in Section 1(a)(i)(A) or (B), this Agreement is effective until terminated. Otherwise, this Agreement shall be effective for ninety (90) days after your acceptance of the terms and conditions of this Agreement. 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, analyzed or debugged 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), all provisions of this Agreement shall survive expiration or termination of this Agreement.

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11. 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.

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13. 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
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FTDI license information is not modified.

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