

Code Composer Studio 6.1 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 6.1 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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a. Limited License. Subject to the terms of this Agreement, TI hereby grants to you the following non-exclusive, non-transferable, non-assignable, royalty-free, non-sublicensable licenses under all TI intellectual property rights embodied in the Licensed Materials:

i. Host License. You may use the Licensed Materials only on a single-user host computer system to generate applications (“Target Applications”) that execute solely and exclusively on processing devices manufactured by or for TI (“TI Devices”) and provided you comply with one of the following options for using the Licensed Materials:

(A) Bundled: You debug Target Applications only with (x) an XDS100 class emulator, (y) a development board with an applicable on-board emulator or (z) an instruction set simulator; OR

(B) Code Size Limited: You generate limited size Target Applications that execute solely and exclusively on either (x) MSP430 processing devices and do not exceed a code size limit of 16KB or (y) MSP432 processing devices and do not exceed a code size limit of 32KB; 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.

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. The licenses granted to you hereunder shall include your on-site and off-site contractors (either an individual or entity), while such contractors are performing work for or providing services to you, provided that such 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 contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.

c. 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. Updates shall be considered part of the Licensed Materials and you may use the Updates 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. For clarification, a separate license agreement with TI is required for you to receive upgrades to the Licensed Materials when such upgrades become commercially available in TI’s sole discretion.

d. Covenant not to Sue. You agree not to assert a claim against TI or its licensees that the Licensed Materials infringe your intellectual property rights.

e. No Other License. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed as a license to any intellectual property rights of TI other than those rights embodied in the Licensed Materials provided to you by TI. EXCEPT AS PROVIDED HEREIN, NO OTHER LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.

f. Restrictions.

i. You shall maintain the source code versions of the Licensed Materials, or any derivatives thereof, under password control protection and shall not disclose or distribute the source code versions of the Licensed Materials, or any derivatives thereof, to any person other than your employees and contractors whose job performance requires access.

ii. Use of any software application generated, analyzed or debugged 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, analyze or debug applications for use with processing devices other than those manufactured by or for TI is a material breach of this Agreement.

iii. Except as expressly provided in this Agreement, you shall not copy, publish, disclose, display, provide, transfer or make available the Licensed Materials, or any derivatives thereof,

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- iv. Your use of the third party proprietary materials included in the Licensed Materials, or any derivatives thereof, is subject to the supplemental terms set forth in Exhibit 1, which is attached hereto and incorporated herein by this reference.
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- vi. You may only use the Licensed Materials under one of the following options:
 - A. Bundled: Debugging of Target 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: Target Applications may only be generated for either (x) MSP430 processing devices and must not exceed a code size limit of 16KB or (y) MSP432 processing devices and must not exceed a code size limit of 32KB.
 - 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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- 6. 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.
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- 9. 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.

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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.
- 12. 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.
- 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
Supplemental Terms 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.

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The Java Runtime Environment Materials consist of the files contained in the \ccsv6\eclipse\jre directory and any associated subdirectories, if any.

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