

**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 PLACE AN ORDER 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 object code 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 TI has granted you access to download and any “on-line” or electronic documentation associated with these programs, or any portion thereof. The Licensed Materials are specifically designed and licensed for use solely and exclusively with processing devices manufactured by or for TI for which the Licensed Materials are specifically designated (“TI Orderable Part Numbers”) as set forth in Exhibit 1, which is attached hereto and incorporated herein by this reference. 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. If you have already paid for the Licensed Materials, you may return them for a full refund. The Effective Date of this Agreement shall be the date you placed your order with TI for the Licensed Materials.

1. **Delivery.** Subject to TI’s Export Control clearance, delivery of the Licensed Materials will be made within ten (10) business days following TI’s receipt of your one-time license fee payment as set forth in Section 5. TI shall deliver the Licensed Materials to you electronically.

2. **License Grant and Use Restrictions.**

a. Object Code Use License. Commencing as of the Effective Date and continuing for the term of this Agreement and subject to payment of the one-time license fee due to TI as set forth in Exhibit 1 (unless such fee is waived by TI) and subject to the additional restrictions set forth in Section 4, TI hereby grants to you a fee-bearing (unless such fee is waived by TI), non-transferable, non-exclusive, non-assignable, non-sublicensable license to make copies, display internally, distribute internally and use internally the Licensed Materials provided to you for the sole purposes of designing and developing Customer Products, and maintaining and supporting the Customer Products. “Customer Product” means a final product distributed by or for you that consists of both hardware, including one or more TI Orderable Part Numbers, and software components, including only executable versions of the Licensed Materials that execute solely and exclusively on such TI Orderable Part Numbers and not on devices manufactured by or for an entity other than TI.

b. Production License. Commencing as of the Effective Date and continuing for the term of this Agreement and subject to payment of the one-time license fee due to TI as set forth in Exhibit 1 (unless such fee is waived by TI) and subject to the additional restrictions set forth in Section 4, TI hereby grants to you a non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide, fee-bearing (unless such fee is waived by TI) license to make, use, sell, offer to sell, import, export and otherwise distribute the Licensed Materials as part of a Customer Product, provided that such Customer Products include only embedded executable copies of such Licensed Materials that execute solely and exclusively on TI Orderable Part Numbers in such Customer Products.

c. Demonstration License. Commencing as of the Effective Date and continuing for the term of this Agreement and subject to payment of the one-time license fee due to TI as set forth in Exhibit 1 (unless such fee is waived by TI) and subject to the additional restrictions set forth in Section 4, TI grants to you a fee-bearing (unless such fee is waived by TI), non-transferable, non-exclusive, non-assignable, non-sublicensable worldwide license to demonstrate to third parties the Licensed Materials executing solely and exclusively on TI Orderable Part Numbers as they are used in Customer Products, provided that such Licensed Materials are demonstrated in object or executable versions only.

d. 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 terms and conditions not inconsistent with the terms and conditions set forth in this Agreement and provided further that such contractors may provide work product to only you under such work-for-hire agreements.

e. Upgrades and Updates. For a period of one (1) year following the Effective Date of this Agreement (the "Initial Support Period"), TI shall at no additional charge provide you with updates (including error and bug fixes) and upgrades (including new versions, enhanced functionality) to the Licensed Materials (the "Updates and Upgrades") when the Updates and Upgrades become commercially available in TI's sole discretion. Following the Initial Support Period and provided that you are current in your payment of the annual maintenance fee as set forth in Exhibit 1, TI shall provide you Updates and Upgrades when the Updates and Upgrades become commercially available in TI's sole discretion. Updates and Upgrades shall be made available to you electronically and 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.

f. 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.

g. Restrictions. You shall not use the Licensed Materials with a processing device manufactured by or for an entity other than TI, and you agree that any such unauthorized use of the Licensed Materials is a material breach of this Agreement. Except as expressly provided in this Agreement, you shall not copy, publish, disclose, display, provide, transfer or make available the Licensed Materials to any third party and you shall not sublicense, transfer, or assign the Licensed Materials or your rights under this Agreement to any third party. You shall not mortgage, pledge or encumber the Licensed Materials in any way. You shall not (i) incorporate, combine, or distribute the Licensed Materials, or any derivative thereof, with any Public Software, or (ii) use Public Software in the development of any derivatives of the Licensed Materials, each in such a way that would cause the Licensed Materials, or any derivative thereof, to be subject to all or part of the license obligations or other intellectual property related terms with respect to such Public Software, including but not limited to, the obligations that the Licensed Materials, or any derivative thereof, incorporated into, combined, or distributed with such Public Software (x) be disclosed or distributed in source code form, be licensed for the purpose of making derivatives of such software, or be redistributed free of charge, contrary to the terms and conditions of this Agreement, (y) be used with devices other than TI Orderable Part Numbers, or (z) be otherwise used or distributed in a manner contrary to the terms and conditions of this Agreement. As used in this Section 2(g), "Public Software" means any software that contains, or is derived in whole or in part from, any software distributed as open source software, including but not limited to software licensed under the following or similar models: (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (B) the Artistic License (e.g., PERL), (C) the Mozilla Public License, (D) the Netscape Public License, (E) the Sun Community Source License (SCSL), (F) the Sun Industry Standards Source License (SISL), (G) the Apache Server license, (H) QT Free Edition License, (I) IBM Public License, and (J) BitKeeper.

h. 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 upon written notice 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. The following sections will survive any expiration or termination of this Agreement: 2(h) (Term and Termination), 3 (Ownership), 8 (Warranties and Limitations), 9 (Indemnification Disclaimer), 12 (Export Control), 13 (Governing Law and Severability), 14 (PRC Provisions), and 15 (Entire Agreement). The obligations set forth in Section 6 (Audit Right) and Section 7 (Confidential Information) will survive any expiration or termination of this Agreement for three (3) years after such expiration or termination.

**3. Licensed Materials Ownership.** The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. Subject to the licenses granted to you pursuant to this Agreement, TI

and TI's licensors own and shall continue to own all right, title, and interest in and to the Licensed Materials, including all copies thereof. The parties agree that all fixes, modifications and improvements to the Licensed Materials conceived of or made by TI that are based, either in whole or in part, on your feedback, suggestions or recommendations are the exclusive property of TI and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Materials will vest solely in TI. Moreover, you acknowledge and agree that when your independently developed software or hardware components are combined, in whole or in part, with the Licensed Materials, your right to use the Licensed Materials embodied in such resulting combined work shall remain subject to the terms and conditions of this Agreement.

#### **4. Intellectual Property Rights.**

a. The Licensed Materials contain copyrighted material, trade secrets and other proprietary information of TI and TI's licensors and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect TI's and TI's licensors' rights in the Licensed Materials, you agree, except as specifically permitted by statute by a provision that cannot be waived by contract, not to "unlock", decompile, reverse engineer, disassemble or otherwise translate any portions of the Licensed Materials to a human-perceivable form nor to permit any person or entity to do so. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, proprietary, or copyright notices, trade-marks, proprietary, patent, or other identifying marks or designs from any component of the Licensed Materials and you shall reproduce and include in all copies of the Licensed Materials the copyright notice(s) and proprietary legend(s) of TI and TI's licensors as they appear in the Licensed Materials. TI reserves all rights not specifically granted under this Agreement.

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 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.

**5. Compensation.** In consideration of the licenses granted in Section 2 of this Agreement, you shall pay to TI a one-time license fee as set forth in Exhibit 1. Additionally, you may pay the annual maintenance subscription fee set forth in Exhibit 1 to be eligible to receive any Updates and Upgrades.

**6. Audit Right.** At TI's request, and within thirty (30) days after receiving written notice, you shall permit an independent auditor selected by TI to have access, no more than twice each calendar year (unless the immediately preceding audit revealed a discrepancy) and during your regular business hours, to all of your equipment, records, and documents as may contain information bearing upon the use of the Licensed Materials. You shall keep full, complete, clear and accurate records with respect to product sales and distributions for a period beginning with the then-current calendar year and going back three (3) years.

**7. Confidential Information.** You acknowledge and agree that the Licensed Materials contain trade secrets and other confidential information of TI. 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. 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 agrees that the 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 applicable licensors.

**8. Warranties and Limitations.** THE LICENSED MATERIALS ARE PROVIDED "AS IS". TI MAKES 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. 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 MAY BE USED.

IN NO EVENT SHALL TI, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED MATERIALS, REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS EXCEED THE GREATER OF FIVE HUNDRED U.S. DOLLARS (US\$500) OR THE FEES PAID TO TI BY YOU FOR THE LICENSED MATERIALS UNDER THIS AGREEMENT.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

**9. 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 MANUFACTURE, USE, OR DISTRIBUTION OF THE LICENSED MATERIALS OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS.

**10. No Technical Support.** Except as provided in Section 2(e) with respect to Updates and Upgrades, TI and TI's licensors are under no obligation to install, maintain or support the Licensed Materials, or any derivatives thereof.

**11. Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, DSP Catalog Software Operations, 12203 Southwest Freeway, Mail Station 713, Stafford, Texas 77477, Attention: Administrator, DSP Catalog Software Operations, with a copy to Texas Instruments Incorporated, 12203 Southwest Freeway, Mail Station 725, Stafford, Texas 77477, Attention: Legal Department. All notices shall be deemed served when received by TI.

**12. 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 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.

**13. Governing Law and Severability.** 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), as may be enacted in the State of Texas. 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.

**14. 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 and shall supersede any other provisions in this Agreement concerning the same subject matter as the following provisions:

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.

- 15. Entire Agreement.** This is the entire Agreement between you and TI, and absent a signed and effective software license agreement related to the subject matter of this Agreement, 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 will 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.

**Exhibit 1**

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|---|---|
| <b>TI Orderable Part Numbers:</b>                   | TMS320DM647xxxxy<br>TMS320DM648xxxxy<br>where xxx = package type(s): ZUT<br>where y = speed(s): 7, 9<br>note: not all package type(s)/speed(s) apply  |
|   |   |
| <b>Licensed Materials:</b>                          | H.264 BP encode/decode  |
|   | MPEG-4 Simple Profile decode  |
|   | JPEG encode/decode  |
|   | G.711 encode/decode   |
|   | NDK   |
|   | MPEG-2 decoder  |
|   |   |
| <b>Licensed Materials Format :</b>                  | Object Code Only  |
|   |   |
| <b>One-Time License Fee (unless waived by TI) :</b> | \$20,000 U.S. Dollars   |
|   |   |
| <b>Annual Maintenance Subscription Fee :</b>        | \$4,000 U.S. Dollars (Annual fee for Updates and Upgrades; Updates and Upgrades only provided in electronic download format; the first year of Updates and Upgrades from date of purchase of Licensed Materials bundle is free. This fee does not include any support). |