

mp3 Decoder Object Code Software License Agreement

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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.

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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 stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap license 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

TI Devices:	Any processing device manufactured by or for TI
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