

**Texas Instruments Incorporated
Reseller License Agreement**

This Reseller License Agreement (“Agreement”) is made by and between Texas Instruments Incorporated, a Delaware corporation, with offices located at 12500 TI Boulevard, Dallas, Texas 75243 (“TI”) and _____, a corporation with offices located at _____ (“Licensee”).

Whereas, TI has developed and owns certain proprietary software relating to its various products and TI also has the right to license other related software owned by third parties; and

Whereas, TI is willing to license the right to distribute certain of such software to Licensee for the purposes and under the terms and conditions set forth in this Agreement; and

Whereas, Licensee wishes to obtain a license to distribute such software for the purposes and under the terms and conditions set forth in this Agreement; and

Now, therefore, the parties agree as follows:

Article 1: Definitions

- A. “Licensed Product(s)” means the TI hardware, software and documentation identified in Schedule 1 (incorporated herein by this reference), which Licensee may obtain as provided in Article 3 herein.
- B. “TI Processor” means a processing device manufactured by or for TI and not a device manufactured by or for an entity other than TI.

Article 2: Grant of License

- A. TI either owns or has the right to license the Licensed Product(s).
- B. TI grants and Licensee accepts, under the terms and conditions of this Agreement, a personal, nontransferable, nonexclusive license to distribute Licensed Product(s) only for use with TI Processors and only bundled with Licensee's Application(s) described in Schedule 1.
- C. Licensee may not copy or modify the Licensed Product(s). TI retains title and ownership of the Licensed Product(s), including all intellectual property rights. TI reserves all rights not specifically granted under this Agreement.

Article 3: Acquiring Licensed Product

Upon receipt of this Agreement together with Licensee's purchase order for the initial quantity of Licensed Product(s) which it requires, Licensee may obtain such quantity of the Licensed Product(s) and related

Licensed Product documentation from a TI authorized distributor of Licensee's choice. In no event will TI be expressly or impliedly obligated to supply Licensed Product(s) directly to Licensee. Any relationship between Licensee and a TI authorized distributor of Licensee's choice shall be independent of this Agreement.

Article 4: Protection of Proprietary Rights and Copyrights

The following provisions shall apply to Licensee's distribution of Licensed Product(s) pursuant to Article 2 above:

- A. Licensee shall assure that the license agreement provided by TI with the Licensed Product(s) shall be provided with the Licensed Product(s) to each of Licensees' end user(s).
- B. Licensee shall preserve any copyright notice or other proprietary notices on all of its copies of the Licensed Product(s), including partial copies or undated versions thereof.
- C. Licensee understands and agrees that the existence of any such copyright notice shall not be construed as an admission or presumption that publication of the Licensed Product(s) has occurred.
- D. Licensee agrees that it will not reverse-compile or disassemble any object code package or part thereof.
- E. Licensee agrees that it will reproduce all TI copyright and other proprietary notices on each copy of the Licensed Product documentation, which it makes; such reproduction notices to be in the form and location as they appear on the original copy.

Article 5: Disclaimers

- A. THE LICENSED PRODUCT(S) ARE PROVIDED AND ACCEPTED STRICTLY "AS IS". NEITHER TI NOR OTHER THIRD PARTY OWNERS MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED PRODUCT(S). IN NO EVENT WILL TI OR OTHER THIRD PARTY OWNERS BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE LICENSE OR USE OF THE LICENSED PRODUCT(S). THESE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. THE SOLE AND EXCLUSIVE LIABILITY OF TI, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE PAYMENTS MADE FOR THIS LICENSE BY LICENSEE. TI WILL NOT BE LIABLE FOR ANY CLAIM OF ANY KIND WHATSOEVER BY ANY OTHER PARTY AGAINST LICENSEE.

B. Nothing contained in this Agreement will be construed as:

- 1) a warranty or representation that any use of the Licensed Product(s) will be free from infringement of third party patent rights; or
- 2) an agreement to bring or prosecute actions or suits against third parties for infringement of any of the rights licensed hereby, or conferring any rights to bring or prosecute actions or suits against third parties for infringement; or
- 3) conferring any rights to use in advertising, publicity, or otherwise, any trademark, trade name or names, or any contraction, abbreviation, or simulation thereof of TI; or any third party; or
- 4) conferring by implication, estoppel, or otherwise, upon Licensee, any license or other right under any TI patent.

Article 6: Term and Termination

- A. This Agreement shall be effective on the last date of signature below by the parties' duly authorized representative and shall continue in force for an initial term of one year unless otherwise terminated as provided herein. Thereafter, it shall continue in force from month to month until terminated by either party upon thirty (30) days prior written notice. In the event of such termination, the license to distribute Licensed Product(s) as part of the authorized Licensee Application pursuant to Section 2 herein shall survive with respect to all Licensed Product(s) which Licensee has either in inventory or on order with TI authorized distributor prior to the date of termination.
- B. In the event of breach of this Agreement by Licensee, TI will notify Licensee of such breach in writing and, if said breach is not cured within forty-five (45) days of such notification, TI may terminate this Agreement and extinguish thereby all rights granted to Licensee by this Agreement. TI may immediately terminate this Agreement without liability if Licensee should have a change of ownership creating a material conflict of interest between the parties.
- C. The provisions of Articles 3, 4, 5, 6(A), 7 and 8 and Licensee's obligations as set forth therein will survive termination of this Agreement.

Article 7: No Assignment

Neither party shall directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of this Agreement without the prior written consent of, the other party. Notwithstanding the foregoing, either party may, without the prior consent of the other party, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger or sale of substantially all assets provided said entity assumes all of such party's obligations hereunder. In the event of such assignment in connection with a corporate reorganization, acquisition, merger or sale of all or substantially all of its assets without the consent of the non-assigning party, the assignor agrees to provide the non-assigning party with a written

agreement that is executed by the assignee by which the assignee agrees to be bound by the terms and conditions of this Agreement.

Article 8: Miscellaneous

A. Any notice relating to this Agreement shall be deemed given when sent by registered mail, with proof of delivery to the carrier, to the other party at the address listed below:

TI:

Licensee:

Texas Instruments Incorporated
P.O. Box 1443, MS 725
Houston, TX 77251-1443
Attention: Law Department

B. Subject to Article 7 above, this Agreement will be binding on, and will inure to the benefit of, the successors and assigns of TI and Licensee.

C. Licensee agrees to maintain in confidence the terms and conditions of this Agreement and will not, without the written consent of TI, publicly announce the terms of this Agreement.

D. This Agreement together with its appendices sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges any prior discussions between them, whether oral or written. Neither of the parties shall be bound by any addition to or modification of this Agreement, or by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided herein or as duly set forth on or subsequent to the effective date hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

In witness whereof, this Agreement is accepted by the undersigned, who are respectively duly authorized representatives of TI and Licensee and shall become effective on the date of the last signature below.

Texas Instruments Incorporated

Company

By: _____

By: _____

Name: David A. Peterman

Name: _____

Title: Manager, Software Development Systems

Title: _____

Date: _____

Date: _____

**Texas Instruments Incorporated
Reseller License Agreement
Schedule 1**

1. Licensed Product(s)

<u>Part Number</u>	<u>Description</u>	<u>Target</u>	<u>Host</u>
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2. Licensee's Application(s)

The Licensed Product(s) may only be distributed by Licensee in conjunction with the following specified Licensee's Application(s):

Review
Copy -
Not For
Signature