

## SOFTWARE LICENSE AGREEMENT

READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENCE TERMS (COLLECTIVELY "AGREEMENT") CAREFULLY BEFORE USING THE STMICROELECTRONICS SOFTWARE COMPONENTS SUPPLIED AS PART OF THE MEDIA PACKAGE. BY USING THE STMICROELECTRONICS LICENCED COMPONENTS, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS; PROMPTLY RETURN THE UNUSED SOFTWARE TO YOUR PLACE OF PURCHASE FOR A REFUND.

### 1. Definitions

In this Agreement, the following words shall have the following meanings.

“Code” shall mean: Source Code and/or Object Code.

“Licensed Material” shall mean: Multicom Code.

“LICENSOR” shall mean: **STMicroelectronics NV** a Dutch Corporation, having its registered office at WTC Schipol Airport, Schipol Boulevard 265, 1118 BH Schipol Airport, Amsterdam, The Netherlands, acting through its Swiss branch located at 39, Chemin du Champ des Filles, 1228 Plan-les-Ouates, Geneva, Switzerland.

“Object Code” shall mean: a code that is generated by translating, by means of a compiler, a program written in Source Code to a form which may be directly or indirectly executable by a microprocessor.

“Product(s)” shall mean: the CPU cores and their development environments from STMicroelectronics.

“Source Code” shall mean: a program in a language that cannot be directly executed, but must first be translated into a form which is then executable on a microprocessor.

“Software” shall mean any software developed by or for LICENSEE and incorporating in whole or in part the Licensed Materials or any modification thereto.

“Subcontractor” shall mean a third party used by Licensee to develop the Software.

### 2. The License

2.1 Subject to the term of this Agreement, LICENSOR hereby grants LICENSEE a world-wide, irrevocable, perpetual, non-exclusive, single user, non-transferable, License, under LICENSOR intellectual property rights that will allow LICENSEE the right to:

(a) Use the Licensed Materials to develop the Software and to use such Software only in accordance with Section 2.1(b) hereto;

(b) to manufacture or have manufactured, distribute, license, offer to sell, and sell, rent, lease, sublicense and lend copies of the Licensed Materials (and derivative works thereof) as part of the Software but only for use with the Product(s) in Object Code format only; and

(c) **MODIFY** the Licensed Materials solely for the purposes of developing the Software and to use the Software in accordance with Section 2.1(b) above.

**2.2 Ownership.** LICENSOR will retain any and all intellectual property rights of the Licensed Material including elements thereof. Subject to LICENSOR's rights to the Licensed Materials, LICENSEE will retain ownership of the Software, including Intellectual Property Rights contained therein. No Source Code, including any elements and/or **MODIFICATIONS** thereof, of the Licensed Materials is to be made available by LICENSEE to any third party, (except as set forth in Section 2.5 below).

2.3 LICENSEE agrees not to: (a) use the Licensed Material for the purposes of providing services to third parties, or (b) sell, transfer or otherwise dispose of Licensed Materials, except as specifically provided in paragraph 2.1 above.

2.4 The rights and Licenses explicitly set forth in this Clause 2 are inclusive and LICENSOR grants LICENSEE no other licenses, whether expressly or by implication, to **SELL** or otherwise dispose of, **USE, COPY** or **MODIFY** the Licensed Materials.

2.5 With respect to the license granted to LICENSEE pursuant to Section 2, LICENSOR grants to LICENSEE the rights to sublicense the Software in Source Code to a Subcontractor, provided that LICENSEE (i) shall use all reasonable care in selecting a reputable Subcontractor, (ii) shall only disclose Source Code to such Subcontractor at the same time as disclosing LICENSEE source code to complete a development project in connection with the Source Code, (iii) shall ensure that the Subcontractor agrees to be bound in writing by substantially similar terms and restrictions as those set forth in this Agreement, (iv) shall use all reasonable efforts to enforce its agreement with such Subcontractor, and (v) promptly upon LICENSOR's request, in the event of Subcontractor's breach of its agreement with LICENSEE, LICENSEE shall use all reasonable efforts to seek injunctions against Subcontractor to prevent disclosure of the Source Code, seek damages against Subcontractor and otherwise seek the compliance of Subcontractor with the terms and conditions of its agreement with LICENSEE. Except as set forth above in this Section 2.6, LICENSEE shall not sublicense the Source Code in the Licensed Materials alone to any third parties other than Subcontractors without LICENSOR prior written consent.

### **3. Term and Termination**

This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from ST if you fail to comply with any provision of this Agreement. Upon termination, you must destroy all copies of Software.

#### **4. Changes to Licensed Materials**

Nothing contained in these terms shall limit in any manner LICENSOR's right to discontinue or change the design or characteristics of the Licensed Materials, including elements thereof, at any time without notice and without liability.

#### **5. Advertising and Trademarks**

5.1 LICENSEE shall not in any advertising, sales promotion materials, press releases or any other publicity matters, use the name or trademarks of LICENSOR or any LICENSOR affiliate or any variation thereof or language from which the connection of said names and/or trademarks may be implied without the LICENSOR's or the appropriate LICENSOR affiliate's prior written approval, such approval shall not be unreasonably withheld.

5.2 No license implied or otherwise, is granted to either Party's trademarks by this Agreement.

#### **6. Warranty and Liability**

6.1 LICENSOR makes no warranty express or implied including but not limited to, any warranty of (i) suitability or fitness for a particular purpose and/or (ii) requirements, for a particular purpose in relation to the Licensed Materials which is provided "AS IS", WITH ALL FAULTS. LICENSOR does not represent or warrant that the Licensed Materials provided hereunder is free of infringement of any third party patents, copyrights, trade secrets or other intellectual property rights.

6.2 ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

6.3 LICENSOR shall not be liable for any claim made against LICENSEE by a third party, in relation to the Licensed Materials.

6.4 IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR THE LIKE) ARISING OUT OF THIS AGREEMENT, USE OR INABILITY TO USE THE SOFTWARE AND/OR THE LICENSED MATERIALS EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 LICENSEE takes responsibility for the suitability, selection, use and management of the Licensed Materials and the results obtained there from as well as their combination and the combination of the elements thereof with other apparatus, equipment, products, programs and services.

6.6 Nothing contained in these terms shall be construed as a warranty or representation by LICENSOR as to the validity or scope of any and all intellectual property rights in respect of which a license is herein granted or constitutes a warranty or representation that any manufacture, use or sale by LICENSEE hereunder shall be free from infringement of any

intellectual property rights or constitute an agreement to bring or prosecute actions or suits against third parties for infringements or confer any right upon a party to use in advertising, publicity or other medium, any name trademark or trade name or any other contraction abbreviation or simulation thereto of the other party or confer by implication estoppel or otherwise upon LICENSEE any license or other right under any and all intellectual property rights except the licenses and rights expressly granted hereunder to LICENSEE.

6.7 IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY UNDER ANY OR ALL PROVISIONS OF THIS AGREEMENT FOR ALL CAUSES OF ACTION EXCEED THE PAYMENT MADE BY LICENCEE TO LICENSOR UNDER THIS AGREEMENT FOR THE LICENSED MATERIALS.

## **7. Protection of the License Material**

In order to protect LICENSOR and its grantors ownership in the Licensed Materials, LICENSEE shall not (i) except as otherwise provided in this Agreement, rent, lease, sub-license, time share, lend or transfer the Licensed Materials to a third party; or (ii) let the Licensed Materials be accessed or used by anyone other than LICENSEE's or Subcontractor's employees whose duties require such access or use; or (iii) make any representation as to the evaluation of the Licensed Materials to anyone other than LICENSEE's employees, Subcontractors with a need to know, or, (iv) distribute externally to any third parties any communication that compares the features functions or performance characteristics of the Licensed Materials as a stand alone product with any other similar product of LICENSEE; or, (v) let any third party do any provisions of (i) to (iv) LICENSEE shall take reasonable steps, both during and after the term of this Agreement to ensure that no unauthorised copy of the Licensed Materials, in whole or in part, in any form is made.

## **8. Confidentiality**

8.1 Definition: As used in this Agreement, the term "Confidential Information" shall mean the Licensed Materials, and any information that includes, but not limited to methods, or concepts utilized therein, trade secrets, know how, inventions, techniques, processes, programs, schematics, data and documentation relating to the Licensed Materials.

8.2 Security: LICENSEE agrees to use the Licensed Materials under carefully controlled conditions and exclusively for the purpose set forth in the Agreement, and to inform all employees who are given access to the Licensed Materials that they are confidential trade secrets of LICENSOR and are licensed to LICENSEE as such. Upon request by LICENSOR, LICENSEE shall take all actions reasonably required to recover any such Source Code in the event of loss or misappropriation, or to otherwise prevent their unauthorized disclosure or use.

8.3 General: The obligations pursuant to sections 8.1 and 8.2 shall not apply to Confidential Information which can be shown by documentary evidence: (i) has entered the public domain through no fault of the receiving party; or, (ii) was known to the receiving party prior to receipt from the disclosing party; or, (iii) was disclosed to the receiving party by a third party having the right to disclose; or, (iv) was independently developed by the receiving party to whom no disclosure of Confidential Information has been made, the onus of proof of independence being on the receiving party.

8.4 Notification: LICENSEE agrees to notify LICENSOR promptly in the event of any breach of its security under conditions in which it would appear that the Licensed Materials were prejudiced or exposed to loss. LICENSEE shall, upon request of LICENSOR, take all other reasonable steps necessary to recover any compromised trade secrets disclosed to or place in possession or control of LICENSEE by virtue of this Agreement. The cost of taking such steps shall be borne by LICENSEE.

8.5 Injunctive Relief: LICENSEE agrees that, in the event LICENSOR is required to bring an action to enforce the provisions of this Agreement, the damages to LICENSOR for improper disclosure of the Confidential Information or any portion thereof are irreparable, and LICENSOR is entitled to equitable relief, including but not limited to an injunction and a preliminary injunction, in addition to other relief.

## **9. General Provisions**

9.1 This Agreement may not be assigned by either party, nor any of such party's rights or obligations hereunder, to any third party without prior written consent of the other party (which shall not be unreasonably withheld). In the event that this Agreement is assigned effectively to a third party, this Agreement shall bind upon successors and assigns of the parties hereto. Notwithstanding the foregoing, either party may assign and transfer this Agreement without consent in connection with a merger, reorganization, or sale or other transfer of all or substantially all of the assets of the business to which this Agreement relates.

9.2 The waiver by either party of the remedy for the other party's breach of or its right under this Agreement will not constitute a waiver of the remedy for any other similar or subsequent breach or right.

9.3. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission of the provision would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

9.4 Any action related to this Agreement will be governed by the laws of England. No choice of law rules of any jurisdiction will apply.

9.5. This Agreement is the entire agreement between you and ST relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

For inquiries please contact: the local STMicroelectronics sale office or your distributor.