

## Manifest Approval Form

**This form is used for approvals of the Software Manifest. It is completed by the OSRB.**

<b>Division Name</b>	ASP
<b>Business Unit</b>	
<b>Requestors Name</b>	Maur, Gaganjot
<b>Requestors Manager</b>	
<b>Date of the Request</b>	July 1, 2010
<b>Date needed by</b>	Via email

**From:** Maur, Gaganjot

**Sent:** Thursday, July 01, 2010 7:01 PM

**To:** Thompson, Shannon; Manbeck, Jack

**Cc:** Coombs, Joseph

**Subject:** RE: Software Manifest Approval: Various DSP libraries

**Attachments:** C67DSPLIB\_SWManifest\_v1.doc; FASTRTSC64\_SWManifest\_v1.doc;  
FASTRTSC67\_SWManifest\_v1.doc; IQMath\_SWManifest\_v1.doc;  
C64DSPLIB\_SWManifest\_v1.doc; C64IMGLIB\_SWManifest\_v1.doc

[Thanks. Please find attached the updated manifests](#)

Regards,  
Gagan

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**From:** Thompson, Shannon

**Sent:** Wednesday, June 30, 2010 5:43 PM

**To:** Maur, Gaganjot; Manbeck, Jack

**Cc:** Coombs, Joseph

**Subject:** RE: Software Manifest Approval: Various DSP libraries

[Attached is the TSPA license.](#)

Best regards,

*Shannon S. Thompson*

Legal Counsel, Texas Instruments Incorporated

s-thompson@ti.com

(telephone) 972-917-5468  
(fax) 972-917-4418

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**From:** Maur, Gaganjot  
**Sent:** Wednesday, June 30, 2010 3:17 PM  
**To:** Manbeck, Jack; Thompson, Shannon  
**Cc:** Coombs, Joseph  
**Subject:** RE: Software Manifest Approval: Various DSP libraries

Jack, just so that I get it right, can you please send me the correct TI TSPA license text?

Thanks,  
Gagan

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**From:** Manbeck, Jack  
**Sent:** Wednesday, June 30, 2010 2:33 PM  
**To:** Maur, Gaganjot; Thompson, Shannon  
**Cc:** Coombs, Joseph  
**Subject:** RE: Software Manifest Approval: Various DSP libraries

Gagan,

Only one comment: Please add the TI TSPA License text to the manifests. You can place it in a section called License under the Manifest table. We are moving in the direction of adding the license text for all Open Source or TI TSPA licenses to the manifests.

Jack

Texas Instruments  
[www.ti.com](http://www.ti.com)  
Main: (301) 407-9569  
Cell: (703) 386-6510

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**From:** Maur, Gaganjot  
**Sent:** Tuesday, June 29, 2010 2:40 PM  
**To:** Thompson, Shannon; Manbeck, Jack  
**Cc:** Coombs, Joseph  
**Subject:** Software Manifest Approval: Various DSP libraries

Jack, Shannon,

Per our earlier discussion, we are ready to update the license for various older SW products. These are SW libs that we support for the C6x platform. I'm submitting the various SW manifests for approval. We plan to update the releases to use the TIS TSPA license.

You can access the current installs from here:

C64x+ IMGLIB: <http://focus.ti.com/docs/toolsw/folders/print/sprc264.html>

C64x+ DSPLIB: <http://focus.ti.com/docs/toolsw/folders/print/sprc265.html>

C674x DSPLIB: <http://focus.ti.com/docs/toolsw/folders/print/sprc900.html>

C64x FatsRTS: <http://focus.ti.com/docs/toolsw/folders/print/sprc900.html>

C67x FastRTS: <http://focus.ti.com/docs/toolsw/folders/print/sprc060.html>

IQMath: <http://focus.ti.com/docs/toolsw/folders/print/sprc060.html>

Please provide your approval

Regards,  
Gagan

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**From:** Thompson, Shannon  
**Sent:** Wednesday, June 09, 2010 10:13 AM  
**To:** Maur, Gaganjot; Manbeck, Jack  
**Subject:** RE: Understanding License

Gagan,

This is an old form of a clickwrap that probably was intended for use with some particular TI developed proprietary software. It was not intended nor should be used with TSPA publicly available software since it has use restrictions (to qualify as TSPA there can be no use restrictions).

I will note that, any time software is released for the first time, the clickwrap license being used with that software needs to be approved by legal. This is to ensure that any applicable third party licensor flow-down terms are included as well as to make sure business points the BU wants to address are included in the license. Legal also needs to be sure the license grant wording is appropriate for the particular model (tools license v. codec license, for example). So, as a rule of thumb, the BUs should not pick and choose a license based on forms that are floating around.

To answer your first question, the attached license prohibits a user from distributing source code. However, if this license is used with software that anyone can download via my.registered.software, there is no way for TI to prevent competition from getting code. I did notice that this form does not contain our usual confidentiality terms - I'm not sure why (again, this is why legal needs to review each license before it is used - the confidentiality terms may have been taken out for a particular reason for this license but normally we want them included).

With regard to you second question, under all licenses, TI normally does grant a license under any patents that would read on the software. TI does not give away any patent ownership however.

Let me know if you have any other questions.

Best regards,

*Shannon S. Thompson*

Legal Counsel, Texas Instruments Incorporated

s-thompson@ti.com

(telephone) 972-917-5468

(fax) 972-917-4418

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**From:** Maur, Gaganjot  
**Sent:** Tuesday, June 08, 2010 11:41 PM  
**To:** Manbeck, Jack; Thompson, Shannon  
**Subject:** Understanding License

Jack, Shannon, before the current license processes were established, we have made some SW products available under click wrap licenses. Most of them used the attached license text (Click.wrap.04.06.01)

Given the current definitions, can you please help me understand what the attached license is? Is it:

- Full TI proprietary
- TSPA license

Does the attached license provide any sort of protection to the source from being used by the competition? What about any patents etc that TI may hold for some of the SW?

Regards,  
Gagan

## OSRB Section

This section is to be completed by the OSRB.

<b>Review Disposition</b>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved
<b>Disposition Date</b>	July 2, 2010
<b>OSRB Reviewers</b>	Jack Manbeck
	Bill Mills
	Shannon Thompson

<b>Conditions of Approval</b>
If the request is Approved, this section will list any attributions of the license that must be done by the Requestor and/or their BU) to ensure compliance with the license.
Manifests must be distributed with the software either in HTML or PDF format..

<b>Recommendations</b>
If the request is Approved, this section will list any recommendations from the OSRB for the Requestor and/or BU with respect to this request.

<b>Reasons for not Approving</b>
If the request is Not Approved this section will list the reasons why

## C64x+ IQMathSoftware Manifest

### Legend

<b>Package Name</b>	The name of the application or files
<b>Version</b>	Version of the application or files
<b>License</b>	Name of the license or licenses that apply to the Package.
<b>Location</b>	The directory name and path on the media (or in an archive) where the Package is located. The location is the top-level directory for the package and is relative to the base installation directory for <Product Name>.
<b>Delivered As</b>	This field will either be “Source”, “Binary”, “Limited Source and Binary” or “Source and Binary” and is the form the content of the Package is delivered in. If the Package is delivered in an archive format, this field applies to the contents of the archive. “Limited Source and Binary” refers to a package that provides source code for only a subset of the binaries included.
<b>Modified</b>	This field will either be “Yes” or “No”. A “Yes” means TI had made changes to the Package. A “No” means TI has not made any changes.
<b>Obtained from<sup>1</sup></b>	This field specifies where TI obtained the Package from. It may be a URL to an Open Source site, a 3 <sup>rd</sup> party company name or TI. If this field contains a link to an Open Source package, the date it was downloaded is also recorded.

### Manifest

Package Name	Version	License	Delivered As	Modified		
C64x+	2.1.4	TI TSPA	Source	No	Location	[INSTALL_DIR]/IQmath_v214

<sup>1</sup> Any links appearing on this manifest were verified at the time it was created. TI makes no guarantee that they will remain active in the future.

Package Name	Version	License	Delivered As	Modified		
<b>IQMath</b>		<b>License</b>	<b>and Binary</b>		Obtained from <sup>1</sup>	<b>TI</b>

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## C64x+ DSPLIB Software Manifest

### Legend

<b>Package Name</b>	The name of the application or files
<b>Version</b>	Version of the application or files
<b>License</b>	Name of the license or licenses that apply to the Package.
<b>Location</b>	The directory name and path on the media (or in an archive) where the Package is located. The location is the top-level directory for the package and is relative to the base installation directory for <Product Name>.
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<b>Modified</b>	This field will either be “Yes” or “No”. A “Yes” means TI had made changes to the Package. A “No” means TI has not made any changes.

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## Manifest

Package Name	Version	License	Delivered As	Modified		
<b>C64x+ DSPLI B</b>	<b>2.1.1</b>	<b>TI TSPA License</b>	<b>Source and Binary</b>	<b>No</b>	<b>Location</b>	[INSTALL_DIR]/dsplib_v211
					<b>Obtained from<sup>1</sup></b>	<b>TI</b>

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## C64x+ IMGLIB Software Manifest

### Legend

<b>Package Name</b>	The name of the application or files
<b>Version</b>	Version of the application or files
<b>License</b>	Name of the license or licenses that apply to the Package.
<b>Location</b>	The directory name and path on the media (or in an archive) where the Package is located. The location is the top-level directory for the package and is relative to the base installation directory for <Product Name>.
<b>Delivered As</b>	This field will either be “Source”, “Binary”, “Limited Source and Binary” or “Source and Binary” and is the form the content of the Package is delivered in. If the Package is delivered in an archive format, this field applies to the contents of the archive. “Limited Source and Binary” refers to a package that provides source code for only a subset of the binaries included.
<b>Modified</b>	This field will either be “Yes” or “No”. A “Yes” means TI had made changes to the Package. A “No” means TI has not made any changes.
<b>Obtained from<sup>3</sup></b>	This field specifies where TI obtained the Package from. It may be a URL to an Open Source site, a 3 <sup>rd</sup> party company name or TI. If this field contains a link to an Open Source package, the date it was downloaded is also recorded.

### Manifest

Package Name	Version	License	Delivered As	Modified		
<b>C64x+ IMGLI</b>	<b>2.02</b>	<b>TI TSPA License</b>	<b>Source and</b>	<b>No</b>	<b>Location</b>	[INSTALL_DIR]/imglib_v202
					<b>Obtained from<sup>1</sup></b>	<b>TI</b>

<sup>3</sup> Any links appearing on this manifest were verified at the time it was created. TI makes no guarantee that they will remain active in the future.

Package Name	Version	License	Delivered As	Modified		
<b>B</b>			<b>Binary</b>			

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## C674x DSPLIB Software Manifest

### Legend

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<b>Version</b>	Version of the application or files
<b>License</b>	Name of the license or licenses that apply to the Package.
<b>Location</b>	The directory name and path on the media (or in an archive) where the Package is located. The location is the top-level directory for the package and is relative to the base installation directory for <Product Name>.
<b>Delivered As</b>	This field will either be “Source”, “Binary”, “Limited Source and Binary” or “Source and Binary” and is the form the content of the Package is delivered in. If the Package is delivered in an archive format, this field applies to the contents of the archive. “Limited Source and Binary” refers to a package that provides source code for only a subset of the binaries included.
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<b>Obtained from</b> <sup>4</sup>	This field specifies where TI obtained the Package from. It may be a URL to an Open Source site, a 3 <sup>rd</sup> party

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## Manifest

Package Name	Version	License	Delivered As	Modified		
<b>C674x DSPLI B</b>	<b>1.3</b>	<b>TI TSPA License</b>	<b>Source and Binary</b>	<b>No</b>	<b>Location</b>	[INSTALL_DIR]/dsplib_v13
					<b>Obtained from<sup>1</sup></b>	<b>TI</b>

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- 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.
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## C64x FastRTS Software Manifest

### Legend

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<b>Location</b>	The directory name and path on the media (or in an archive) where the Package is located. The location is the top-

**Delivered As** level directory for the package and is relative to the base installation directory for <Product Name>. This field will either be “Source”, “Binary”, “Limited Source and Binary” or “Source and Binary” and is the form the content of the Package is delivered in. If the Package is delivered in an archive format, this field applies to the contents of the archive. “Limited Source and Binary” refers to a package that provides source code for only a subset of the binaries included.

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## Manifest

Package Name	Version	License	Delivered As	Modified		
C64x FastRT S	1.41	TI TSPA License	Source and Binary	No	Location	[INSTALL_DIR]/mthlib
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## C67x FastRTS Software Manifest

### Legend

<b>Package Name</b>	The name of the application or files
<b>Version</b>	Version of the application or files
<b>License</b>	Name of the license or licenses that apply to the Package.
<b>Location</b>	The directory name and path on the media (or in an archive) where the Package is located. The location is the top-level directory for the package and is relative to the base installation directory for <Product Name>.
<b>Delivered As</b>	This field will either be “Source”, “Binary”, “Limited Source and Binary” or “Source and Binary” and is the form the content of the Package is delivered in. If the Package is delivered in an archive format, this field applies to the contents of the archive. “Limited Source and Binary” refers to a package that provides source code for only a subset of the binaries included.
<b>Modified</b>	This field will either be “Yes” or “No”. A “Yes” means TI had made changes to the Package. A “No” means TI has not made any changes.
<b>Obtained from<sup>6</sup></b>	This field specifies where TI obtained the Package from. It may be a URL to an Open Source site, a 3 <sup>rd</sup> party company name or TI. If this field contains a link to an Open Source package, the date it was downloaded is also recorded.

### Manifest

Package Name	Version	License	Delivered As	Modified		
C67x	1.04	TI TSPA	Source	No	Location	[INSTALL_DIR]/mthlib

<sup>6</sup> Any links appearing on this manifest were verified at the time it was created. TI makes no guarantee that they will remain active in the future.

Package Name	Version	License	Delivered As	Modified		
FastRTS		License	and Binary		Obtained from <sup>1</sup>	TI

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