## Code Composer Studio 3.3 Software License Agreement

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 CLICK "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" 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 Code Composer Studio 3.3 ("CCS") Software License Agreement ("Agreement") is a legal agreement between you (either an individual or entity) and Texas Instruments Incorporated ("TI"). The software programs included herein (the "Licensed CCS Programs") consist of the following materials: (1) the TI proprietary materials (the "Proprietary Programs"), which are subject to the licensing terms set forth below, (2) the GNU materials, which are subject to the terms set forth in the GNU General Public License, Version 2.0 (GPL), a copy of which is included with those materials, (3) the Xerces materials, which are subject to the terms set forth in the in the Apache Software License, Version 1.0, a copy of which is included with those materials, (4) the Xalan materials, which are subject to the terms set forth in the in the Apache Software License, Version 2.0, a copy of which is included with those materials; and (5) the Rhino materials, which are subject to the terms set forth in the in the Mozilla Public License, Version 1.1, a copy of which is included with those materials.

By installing, copying or otherwise using the Licensed CCS Programs, you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to using the Licensed CCS Programs. If you choose not to agree with these provisions, <u>do not download or install the Licensed CCS Programs</u>. If you have already paid for the Licensed CCS Programs you may return them for a full refund.

- 1. **Proprietary Programs**. The "Proprietary Programs" consist of all programs in the \CCStudio\_v3.3 directory (or the directory you select or have selected during installation) except for those programs specifically identified in Section 11 (Additional Software Programs), below.
- 2. **License Grant and Use Restrictions**. Subject to the terms of this Agreement, including all restrictions set forth below, TI grants to you the following non-exclusive, non-transferable, non-assignable, royalty-free license to the Proprietary Programs.
- a. **Host License**. You may use the Proprietary Programs to generate applications that execute solely and exclusively on processing devices manufactured by or for TI. Use of the Proprietary Programs or any software application generated using the Proprietary Programs on processing devices manufactured by an entity other than TI is a material breach of this Agreement. Use of the Proprietary Programs to assist in the design, development or verification of a device not manufactured by or for TI is a material breach of this Agreement. Use of the Proprietary Programs to generate applications for use with processing devices manufactured by or for an entity other than TI requires a separate license.
- b. **Restrictions**. This license is for a single-user host computer. You may not install the Proprietary Programs on a network server or otherwise use the Proprietary Programs on more than one host computer at the same time. Additionally, if this package contains multiple versions of the Proprietary Programs, you may only use one version of such programs on a single host computer. You may install the Proprietary Programs on additional single-user host computers, provided that in no event may more than one copy of such Programs be in use at any one time. You may either make one copy of the Proprietary Programs for archival purposes or copy the Proprietary Programs to another medium and keep the original Proprietary Programs for archival purposes. Other than as expressly set forth in this Section and in Section 1(c) below, you may not otherwise copy or reproduce the Proprietary Programs. In no event may you use two copies or versions of the Proprietary Programs on more than one host computer at the same time. You may not distribute, publish, rent or lease the Proprietary Programs or transfer or assign this Agreement without TI's prior written permission and you may not sub-license the Proprietary Programs except as provided herein.

- c. **Target License**. The Proprietary Programs may include software programs in an object code format that are designed specifically for use with TI processing devices in target applications. TI grants to you a license to reproduce, test and evaluate such programs solely for use with processing devices manufactured by or for TI. The Proprietary Programs may also include libraries and applications software in source code form. You may use these programs to create modified or derivative programs that in source code form remain subject to the restrictions set forth in Section 1(b), above, but that in object code form may be reproduced, tested and evaluated by you solely for use with processing devices manufactured by or for TI.
- d. Open Source Software Restriction. Unless expressly permitted elsewhere in this license, you may not combine or distribute the Proprietary Programs with Open Source Software (as defined below) or with software developed using Open Source Software (e.g., tools) in a manner that subjects the Proprietary Programs or any portion thereof to any license obligations of such Open Source Software. "Open Source Software" means any software licensed under terms requiring that other software combined or distributed with such software: (i) be disclosed or distributed in source code form; (ii) be licensed on terms inconsistent with the terms of this Agreement.
- e. **Termination**. 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 Proprietary Programs, or any derivative thereof, and any applications generated using the Proprietary Programs, or any derivative thereof. Upon termination of this Agreement, you will destroy any and all copies of the Proprietary Programs, including any derivatives thereof, in your possession, custody or control and provide to TI a written statement signed by your authorized representative certifying such destruction.
- f. **Upgrades, Updates and Plug-ins**. TI may supply or provide one or more upgrades, updates, or plug-ins for the Proprietary Programs. Installing any such upgrade, update, or plug-in with the Proprietary Programs produces an "Upgraded Product." You may use the resulting Upgraded Product only according to the terms of this Agreement, including the restrictions in Section 2.b. (Restrictions), as they apply to the Proprietary Programs. Notwithstanding the foregoing, nothing in this Agreement creates or may be construed as an obligation for TI to maintain or support the Proprietary Programs or any Upgraded Product or to provide you with upgrades, updates or plug-ins to the Proprietary Programs.
- 3. Ownership of the Proprietary Programs. The Proprietary Programs are licensed, not sold to you, and can only be used according to the terms of this Agreement. Subject to the licenses granted to you pursuant to this Agreement, TI owns and shall continue to own all right, title, and interest in and to the Proprietary Programs, including all copies thereof. You agree that all fixes, modifications and improvements to the Proprietary Programs 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 will vest solely in TI. You acknowledge and agree that regardless of the changes made to the Proprietary Programs, your right to use any and all derivatives of the Proprietary Programs shall remain subject to the terms and conditions of this Agreement. Moreover, you acknowledge and agree that when your independently developed software or hardware components are combined, in whole or in part, with the Proprietary Programs, or any derivative thereof, embodied in such resulting combined work shall remain subject to the terms and conditions of this Agreement
- 4. **Intellectual Property Rights**. The Proprietary Programs contain copyrighted material, trade secrets and other proprietary information of TI and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect TI's intellectual property rights in the Proprietary Programs you agree that except as specifically permitted by statute by a provision that cannot be waived by contract, you will not unlock, decompile, reverse engineer, disassemble or otherwise translate any binary or object code portions of the Proprietary Programs to a human-perceivable form. You also agree that you will use your best efforts to prevent your employees and contractors from unlocking, decompiling, reverse engineering, disassembling, modifying or translating the Proprietary Programs. In no event may you alter, obscure, remove or destroy any confidentiality, trade secret, trademark, patent, or copyright notice or other identifying marks or designs from any component of the Proprietary Programs. And, you agree to reproduce and include in all copies of the Proprietary Programs the copyright notice(s) and proprietary legends(s) of TI as they appear in the Proprietary Programs. TI reserves all rights not specifically granted under this Agreement.

5. Warranties and Limitations. THE PROPRIETARY PROGRAMS ARE PROVIDED "AS IS". TI MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PROPRIETARY PROGRAMS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE. TI DISCLAIMS ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO THE PROPRIETARY PROGRAMS AND YOUR USE OF THOSE PROGRAMS.

IN NO EVENT SHALL TI, OR ANY APPLICABLE LICENSOR, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER OR NOT TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE PROPRIETARY PROGRAMS OR YOUR USE OF THOSE PROGRAMS. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, 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 OR OTHER ECONOMIC LOSS. IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE PROPRIETARY PROGRAMS EXCEED THE GREATER OF THE FEES PAID TO TI BY YOU FOR THE PROPRIETARY PROGRAMS OR FIVE HUNDRED DOLLARS (US\$ 500).

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.

6. **Remedies.** If within ninety (90) days after the date of purchase you find defects in the media or the software does not substantially conform to the enclosed documentation, you may return the Proprietary Programs along with the Purchase receipt, postage prepaid, to the following address and receive a full refund:

Texas Instruments Incorporated Software Development Systems, Mail Station 6106 12203 Southwest Freeway Stafford, Texas 77477

- 7. **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 PROPRIETARY PROGRAMS OR ANY DERIVATIVE THEREOF, OR YOU MANUFACTURE,, USE, SALE, OFFER FOR SALE, IMPORTATION OR DISTRIBUTION OF ANY PRODUCT THAT INCLUDES OR INCORPORATES THE PROPRIETARY PROGRAMS, OR ANY DERIVATIVE THEREOF.
- 8. **Export Control**. You hereby acknowledge that the Proprietary Programs 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 Proprietary Programs may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, 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 Person 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 Proprietary

Programs 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.

- 9. Governing Law, Jurisdiction and Severability. This Agreement will be governed by and interpreted according to the laws of the State of Texas, without reference to that state's conflict-of-laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, nor shall it be governed by the Uniform Computer Information Transactions Act. Any dispute arising out of or related to this Agreement will be brought in the state and federal courts sitting in Dallas County, Texas, and each party consents to exclusive jurisdiction and venue in those courts. Each party waives all defenses of lack of personal jurisdiction and forum nonconveniens and agrees that process may be served on either party in a manner authorized by applicable law or court rule. 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.
- 10. **Entire Agreement**. This is the entire Agreement between you and TI and supersedes any prior agreement between the parties related to the Proprietary Programs. 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.

## 11. Additional Software Programs

a. **The GNU Materials** – The GNU Materials consist of (i) gmake.exe located in bios\_5\_31\xdctools and (ii) gcc located in \bin\utilities\sim\gcc

The GNU Materials are licensed under the terms of the GNU General Public License, Version 2.0 (GPL), a copy of which is included with those materials. A copy of the GNU GPL, ver. 2.0, is also available at <a href="http://www.opensource.org/licenses/gpl-license.php">http://www.opensource.org/licenses/gpl-license.php</a>.

b. **The Xerces Materials**. The Xerces Materials consist of (i) the xml4c\_5\_0\_0.dll, Icudt221.dll, and Icudt22.dll programs contained in the cc\bin\pcd directory, and (ii) and the xerces-c\_2\_5\_0.dll program contained in the Windows\system32 and plugins\Joule\Exceptions directories.

The Xerces Materials are licensed under the terms of the Apache Software License, Version 1.0, a copy of which is included with those materials. A copy of the Apache Software License, Version 1.0, is also available at <a href="http://www.opensource.org/licenses/apachepl.php">http://www.opensource.org/licenses/apachepl.php</a>.

THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE APACHE SOFTWARE FOUNDATION OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

c. **The Xalan Materials**. The Xalan Materials consist of the Xalan-C\_1\_8.dll XalanMessages\_1\_8.dll programs contained in the Windows\system32 directory.

The Xerces Materials are licensed under the terms of the Apache Software License, Version 2.0, a copy of which is included with those materials. A copy of the Apache Software License, Version 1.0, is also available at <a href="http://www.opensource.org/licenses/apache2.0.php">http://www.opensource.org/licenses/apache2.0.php</a>.

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

d. The Rhino Materials. The Rhino Materials consist of the js.jar program contained in the bios $_521\$ xdctools.

The Rhino Materials are licensed under the terms of the Mozilla Public License, Version 1.1, a copy of which is included with those materials. A copy of the Mozilla Public License, Version 1.1, is also available at <a href="http://www.opensource.org/licenses/mozilla1.1.php">http://www.opensource.org/licenses/mozilla1.1.php</a>.

Software distributed under the Mozilla Public License, Version 1.1 is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.