

## TENSILICA, INC.

### XTENSA SOFTWARE EVALUATION AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE (“**AGREEMENT**”) CAREFULLY BEFORE DOWNLOADING OR USING THE TENSILICA SOFTWARE DEVELOPMENT TOOLS AND RELATED DOCUMENTATION PROVIDED BY TENSILICA PURSUANT TO THIS AGREEMENT. This Agreement is entered into for the purpose of Tensilica, Inc. (“**Tensilica**”) licensing certain rights to use Tensilica’s software development tools for use by you (“**You**” or “**Licensee**”) solely for the purpose of evaluating Tensilica’s processor cores and software tools.

THIS IS A LEGAL AGREEMENT BETWEEN LICENSEE AND TENSILICA. YOU REPRESENT THAT, IF YOU USE THE TENSILICA SOFTWARE OR DOCUMENTATION ON BEHALF OF AN ENTITY, YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT (AND SUCH ENTITY IS ALSO CONSIDERED THE LICENSEE UNDER THIS AGREEMENT). BY DOWNLOADING OR USING THE SOFTWARE OR BY CLICKING THE “I ACCEPT” BUTTON BELOW, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR USE THE TENSILICA SOFTWARE OR DOCUMENTATION.

#### 1. DEFINITIONS

“Documentation” means any reference and other materials in any form provided for use with the Software Development Tools.

“Effective Date” means the date of Licensee’s installation of the Evaluation Products on Licensee’s computer.

“Evaluation Products” means the Software Development Tools and Documentation provided by Tensilica to Licensee under this Agreement.

“Seat” means an individual user accessing the Software Development Tools on a single computer at one specific time.

“Software Development Tools” means the software development tools, graphical user interface tools, and support libraries provided by Tensilica to Licensee under this Agreement.

“Evaluation Period” means a 15 (fifteen) day period beginning with the Effective Date, during which this Agreement is in effect.

#### 2. LICENSE GRANT AND LIMITATIONS

2.1 Software Development Tools. Tensilica grants to Licensee a non-exclusive, non-transferable, limited license during the Evaluation Period to use a single Seat of the Evaluation Products solely for the purpose of evaluating the Evaluation Products for potential future purpose and for no other purpose whatsoever. Any further licensing of Tensilica products by Licensee shall be the subject of a separate agreement. Tensilica reserves the right to refuse in its sole discretion to license the Evaluation Products or any other products to Licensee.

2.2 License Limitations. All rights not expressly granted by Tensilica in this Agreement are reserved. Licensee may not, nor may it permit any third party to: (i) adapt, translate, modify or create derivative works of the Software Development Tools or any portion of them; (ii) distribute, rent, lease or transfer the Software Development Tools or any portion of them to any third party; or (iii) decompile, disassemble, or otherwise attempt to derive computer source code from the Software Development Tools or any portion of them.

2.3 Proprietary Notices. The Evaluation Products, and all copies of these made by or for Licensee or its contractors in any media, must retain all copyright and other notices as they appear in the original copy(ies) provided by Tensilica.

### **3. OWNERSHIP**

Except as expressly set forth in this Agreement, all right, title and interest in the Evaluation Products remain with Tensilica or its licensors, and any proprietary information contained in the Evaluation Products is protected by copyright, trademark and trade secret law and international treaties.

### **4. CONFIDENTIALITY OBLIGATIONS**

4.1 Confidentiality. Licensee agrees that the Evaluation Products, including without limitation the technology, ideas, algorithms and information contained therein, (collectively, "Confidential Information") constitute Tensilica's valuable and proprietary information. Licensee will use the Confidential Information only to exercise Licensee's rights expressly granted under this Agreement. Licensee agrees to protect the Confidential Information from unauthorized disclosure or use, using the same degree of care that Licensee uses to protect its own like information, but in no event less than reasonable care.

4.2 Exclusions. Licensee's obligations under Section 4.1 shall not apply to the extent that any particular Confidential Information is made publicly available by Tensilica without restriction, is independently developed by Licensee without use of or access to the Confidential Information, or is lawfully obtained without restriction by Licensee from a third party who has the right to make such disclosure without breach of any confidentiality obligation.

### **5. WARRANTIES AND COVENANTS BY LICENSEE.**

Licensee represents, warrants and covenants as follows: (i) Licensee is a potential customer of Tensilica; (ii) Licensee will not use any of the Evaluation Products or any part thereof in any manner inconsistent with the terms and conditions of this Agreement, nor will Licensee authorize or assist others to do so; (iii) Licensee will not use the Evaluation Products in any way, directly or indirectly, to compete with Tensilica; and (iv) Licensee shall immediately notify Tensilica in writing at the address below (Attn: Legal Department) of any unauthorized use or disclosure of any of the Evaluation Products or part thereof or any Confidential Information.

### **6. TERM AND TERMINATION**

6.1 Term; Termination. This Agreement shall commence on the Effective Date and shall continue for Evaluation Period unless earlier terminated in accordance with this Section 6. Tensilica has the right to terminate this Agreement upon written notice at any time if Licensee breaches any material obligation under this Agreement.

6.2 Effect of Termination. Termination of this Agreement will be without prejudice to any other right or remedy of Tensilica. Sections 2.3, 3, 4, 5, 6.2, 7, 8 and 9 shall survive termination of this Agreement.

### **7. NO WARRANTY**

The Evaluation Products and all accompanying materials are provided "AS IS," without warranty of any kind. To the maximum extent permitted by law, Tensilica hereby disclaims all warranties, express, implied and statutory, including but not limited to, implied warranties of merchantability and fitness for a particular purpose (regardless of whether Tensilica knows of such purpose) and against infringement. The entire risk arising out of the use or performance of the Evaluation Products and any accompanying written materials remains with Licensee.

### **8. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TENSILICA OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR

CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE EVALUATION PRODUCTS, EVEN IF TENSILICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. GENERAL PROVISIONS

9.1 Assignment. Licensee may not assign or transfer this Agreement, or any of Licensee's rights or obligations under this Agreement. Any assignment in violation of the foregoing shall be null and void.

9.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California excluding its conflicts of laws principles. The courts located in or serving Santa Clara County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and Licensee and Tensilica hereby consent to such jurisdiction and venue. The prevailing party in any action to enforce the Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees. The rights and obligations of the parties under this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

9.3 Miscellaneous. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement contains the parties' entire understanding and agreement concerning the subject matter of this Agreement and may only be modified by a written instrument signed by each party's duly authorized representative. Any waiver by either party of any default or breach under this Agreement shall not constitute a waiver of any provision of this Agreement.

### **For Additional Information.**

If You have any questions about the rights and restrictions above, please contact Tensilica at:

Tensilica Incorporated  
3255-6 Scott Boulevard,  
Santa Clara, California, 95054-3013

[I ACCEPT] [I DO NOT ACCEPT]