

Intel® RealSense™ L500 series firmware Third Party Components Attributions

This attributions file specifies all 3rd party SW components used for RealSense L5xx firmware. For each of the 3rd party components its license is described.

Cast USBSS-Dev

Inbound license: Intel IBL Cast USB

Apical Assertive Display Driver

Inbound license: Apical Product License and Support Agreement

THIS AGREEMENT is made on the 29th day of October 2015 (Effective Date).

PARTIES:

1. Apical Limited a company organized and existing under the laws of England whose principal place of business is at 162-168 Regent Street, London W1B 5TD United Kingdom ("Apical"); and
2. Intel Corporation, a company registered in or incorporated under the laws of the State of Delaware, USA and having its principal place of business at 2200 Mission College Boulevard, Santa Clara, CA 95054 ("Licensee").

RECITALS:

- (A) Apical is the developer and owner of all rights in the hardware IP core known as Assertive Display;

- (B) Licensee is in the business of designing, developing, manufacturing and selling SOC devices;
- (C) Licensee wishes to acquire the right to incorporate the Product into Licensee's Products and to sell such products to its Customers worldwide;
- (D) Apical is willing to grant such rights on the following terms and conditions.

NOW IT IS HEREBY AGREED as follows:

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In this Agreement (which expression shall be deemed to include the Schedules hereto), unless the context otherwise requires, the following expressions have the following meanings:

Affiliates means any company or legal entity which from time to time controls, is controlled by, or is under common control with any of the Parties, but any such company or other legal entity shall be deemed to be an Affiliate only as long as such control exists. For the purposes of this definition, "Control" means direct or indirect ownership of at least fifty percent (50%) of the voting power of the shares or other securities for election of directors (or other managing authority) of the controlled or commonly controlled entity;

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Calibration Application means a software application provided to Licensee by Apical in executable and source code form to facilitate calibration of the Product within a Customer product;

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- (A) some or all of the Licensee's designs or manufacturing resources for Licensee's Products, or

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Documentation means the instruction manuals, user guides and other information relating to the Product made available to Licensee from time to time during the term of this Agreement by Apical, at its discretion, in either printed or machine readable form;

Driver Code means any driver source code provided to Licensee by Apical;

Effective

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Shipment Report

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means any software applications, utilities or simulators provided by Apical to support the integration of the Product into Licensee’s Product Design and listed in Schedule 2;

Update

means an incremental revision and/or any modification(s) to the Product which provide functional or performance improvements, including updated Documentation related thereto. Updates shall be designated as a change in the version number to the right of the decimal point (from x.1 to x.2).

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means enhancements and/or new functionalities that are added to the Product. Upgrades shall be designated as a change in the version number to the left of the decimal point (from 1.x to 2.x).

Year means any period of twelve (12) months commencing on the

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in which the acquirer agrees to comply with terms substantially the same as those applicable to Licensee in this Agreement including: Section 5 (Payments, and Taxes), Section 7.1 (Product Marking), Section 8

(Licensee's Undertaking), Section 9 (Proprietary Rights), Section 12 (Liability), Section 13 (Confidential Information) and Section 17 (Effect of Termination). Licensee shall upon written request from Apical take such commercially reasonable action as may be necessary to enforce full compliance of the above mentioned terms by the Business Unit Acquirer. Furthermore, Apical will engage in good faith negotiations with the acquirer to enter into a direct license agreement with respect to the Licensed Technology.

- 4.5 Other than as provided in Section 4.4 Sublicense Upon Disvestiture, Licensee shall not be entitled to further sublicense the rights granted hereunder.
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- 4.9 **Breach by third party performing on behalf of Licensee or its Affiliates.** Licensee shall be responsible and hereby accepts liability for any act or omission, by a

ny of the third parties referred to in Section 4.2, which would have constituted a breach of this Agreement if committed by Licensee.

5. PAYMENT

5.1 Licensee agrees to pay Apical the License, Royalty and Support Fees specified in Schedule 1.

5.2 The License Fee and Support Fee are to be invoiced in accordance with the provisions of Schedule 1.

5.3 Royalties. Within thirty (30) days after the end of each calendar quarter following commercial distribution of the first production release, Intel will provide a quarterly Shipment Report stating the number of units of the Licensed Product sold to its Customers during the previous quarter. Within

sixty (60) days after the end of each calendar quarter, after Intel has received an invoice, Intel will pay the corresponding payment in accordance with the pricing and payment terms in Schedule 1.

5.4 Payment by Licensee to Apical is to be made by bank transfer to the account specified by Apical.

5.5 All fees payable by Licensee under this Agreement shall be paid within 45 days after the receipt by Licensee of Apical's invoice therefor.

5.6 Licensee agrees, not more than once per Year during the term of the License and for a period of one (1) Year after its expiry, following thirty (30) days notice to allow Apical's duly authorized outside agent or representative during normal business hours and at Apical's expense, to inspect such books of account, records, documents as may under recognized accounting practices

contain information that may have a bearing upon the Fees and Royalties payable to Apical hereunder to the extent necessary, any other material, software or data whether located at Licensee's headquarters office or elsewhere under the possession or control of Licensee, in order to verify Shipment Report(s) pursuant to this Agreement. The audit will cover the 2 year period immediately preceding the date of the audit notice. All audits must be conducted by a nationally recognized certified public accountant reasonably acceptable to Licensee. (Licensee shall not unreasonably delay its acceptance of any accountant reasonably proposed by Apical). The accountant conducting the audit must agree to confidentiality protections acceptable to Licensee.

Limitations.

- 5.6.1 Subsequent Audits. If a subsequent audit notice is received less than 2 years after a previously delivered audit notice, the subsequent audit will be limited to the period between the date of the subsequent audit notice and the last date covered by the preceding audit.
- 5.6.2 Reconciliation and Review of Audit Findings. Prior to the auditor delivering their report to the requesting party, the auditor will first notify its findings to the audited company and the audited company will, during the period of fourteen (14) days from the date of receipt of notice of the aforementioned findings, have an opportunity to reconcile or otherwise clarify the findings to ensure that the report is accurate. The auditor will be instructed to report only as to whether there is a discrepancy and if so, what the nature and description of such discrepancy.
- 5.7 Tax. Licensee will be entitled to deduct or withhold from amounts payable to Licensors under this Agreement any income taxes Licensee determines are required to be deducted or withheld under applicable law ("Withholding Taxes") and pay to Licensors the remaining net amount. Licensee will remit, and provide Licensors with evidence that Licensee has remitted, the Withholding Taxes to the appropriate taxing authority. Any

Withholding Taxes Licensee remits to the taxing authority will be treated for all purposes as having been paid to Licensors and Licensee will not reimburse Licensors for the Withholding Taxes. If within 15 business days prior to the due date for any Licensee payment, Licensors provide Licensee with valid and official documentation issued by the relevant taxing authority for a lower rate of Withholding Taxes to be applied on that payment,

then Licensee will apply the lower rate. Licensor will be liable to pay any Withholding Taxes under applicable law whether or not Licensee withholds them. Each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts.

- 5.8 No Other Fees or Royalties Payments. The parties agree that there are no other fees or royalty payments, whether direct or indirect, outside the fees specified in Schedule 1. If any third party attempts to levy or impose any fee or royalty payment on Licensee or its Affiliates in relation to the Licensed Technology, Apical will take reasonable action to assist Licensee and its Affiliates with their rebuttal of any claim. In no event will Apical or its Affiliates request any fees, payment or royalty from a foundry or entity that produces for Licensee or its Affiliates Products that incorporate the Licensed Technology, in connection with the foundry's or entity's use or qualification to use the Licensed Technology for Licensee's Products.

6. DURATION

- 6.1 This Agreement shall commence on the Effective Date for an initial period of five (5) years and shall continue from Year to Year thereafter unless and until terminated by either party giving to the other not less than three (3) months' written notice of termination expiring on the last day of the said initial period or, thereafter, on the last day of any subsequent Year, but shall be subject to earlier termination as hereinafter provided.
- 6.2 Sell-through: If the Agreement is terminated under Section 6.1, Licensee shall have the right to continue to sell or distribute Licensee's Products already containing the Product in accordance with Section 17.3.

7. PRODUCT MARKING

- 7.1 Licensee shall ensure that any documentation which accompanies Licensee's Products whether in written or electronic form identifies Apical as provider of the technology in the manner defined in Schedule 1.

- 7.2 **Press Releases and Public Statements.** Licensee acknowledges the critical importance of co-operative marketing to the parties' mutual objective of expanding the market for Licensee's Products and therefore agrees to co-operate with Apical in (i) the creation of marketing and technical materials for

presentation to potential customers and (ii) at Licensee's option, attend joint customer meetings and trade show events. Neither party will issue a press release or make a public statement related to the subject matter of this Agreement

or use the other's name without the other party's prior written approval which shall not be unreasonably withheld. Notwithstanding the foregoing, Apical shall be free to disclose to its customers and potential customers, on a one to one basis, the availability of publicly announced Licensee's Products from Licensee.

Furthermore, Intel and Apical will do a press release once the first Licensee Product is ready for production release announcing availability of Apical's Assertive Display (AD4) on an Intel SOC.

8. **LICENSEE'S UNDERTAKING**

- 8.1 Notwithstanding any other provision of this Agreement, Licensee agrees that it shall supply the Product only (i) integrated into Licensee's Product(s); and (ii) in the Business Sector; and that it shall supply Licensee's Products only to its Customers.
- 8.2 Licensee shall not authorize any third party to use the Product, the Documentation or the Software Tools nor use the same on behalf of or for the benefit of any third party in any way whatsoever, except as provided in this Agreement.
- 8.3 Licensee agrees to apply industry best practices in network and storage security procedures to prevent unauthorized access to Apical's Product, including the limiting of access to the Product only to those employees or contractors of Licensee who are directly engaged in implementation into Licensee's Product.

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10.3 The foregoing states the entire liability of Apical to Licensee or any of its Affiliates in respect of the infringement of the Intellectual Property Rights of any third party.

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- 14.1 In consideration of the payment by Licensee of the Licence Fee, Apical will supply technical support to Licensee via phone/email throughout the testing, verification and implementation of the Product and will provide an engineer on-site to assist Licensee for up to one (1) week in the first integration of the Product into Licensee's design. Licensee undertakes that all queries will be channelled through the Contact Person.

- 14.2 In consideration of the payment by Licensee of the Support Fee, Apical shall provide ongoing Support Services to assist Licensee in the support of Licensee's Products.
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- 14.4 Apical may provide software revisions, Updates and documentation for the Product from time to time.
- 14.5 In all cases the terms and conditions of the Licence apply to any revisions and Updates to the Product, the Documentation and the Software Tools provided by Apical to Licensee.
- 14.6 Licensee accepts full responsibility for installation of such Product revisions and Updates provided by Apical.
- 14.7 The Support Services do not include the provision of Upgrades to the Product (which require a new "Product Licence and Support Agreement" to be entered into) or activities such as onsite installation of the Product (except those provided under Section 14.2), system design, consulting, software customisation or the deletion or recovery of Licensee's or any of its Affiliates' data.
- 14.8 Licensee agrees to carry out or procure that certain tasks as may be reasonably directed by Apical in response to Licensee or its Affiliates' support requests are carried out e.g. recording of error information, running diagnostic tests and running operational readiness tasks.
- 14.9 Licensee accepts sole responsibility for ensuring that any relevant programs and data files are copied and held secure, prior to carrying out such tasks that may be directed by Apical.

15. VARIATION TO CONTRACT

This Agreement may be modified only by mutual written agreement between Apical and Licensee.

16. TERMINATION

16.1 Apical may terminate this Agreement (including the Licence granted by Section 4) forthwith on giving notice in writing to Licensee if Licensee fails to pay any of the fees payable in accordance with the terms specified in Section 5 and such fees remain unpaid for thirty (30) days after written notice from Apical that the fees have not been paid.

16.2 Either party may terminate this Agreement (including the Licence granted by Section 4) forthwith on giving notice in writing to the other if:

16.2.1 the other (including, in the case of Licensee, its Affiliates) commits any material breach of any term of this Agreement (other than any failure by Licensee to make any payment hereunder in which event the provisions of Section 16.1 above shall apply) and in the case of a breach capable of being remedied, shall have failed, within fourteen (14) days after the receipt of a request in writing from the other so to do, to remedy such breach (such request to contain a warning of such party's intention to terminate); or

16.2.2 the other shall have bankruptcy or insolvency proceedings brought against it or shall have a receiver or administrative receiver (or the equivalent in any jurisdiction) appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona-fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order (or the equivalent in any jurisdiction) or shall cease or threaten to cease to carry on business.

17. EFFECT OF TERMINATION

- 17.1 Subject to the provisions of Section 6.2, upon any termination of this Agreement (howsoever occasioned), Licensee shall deliver up to Apical all specifications (including the Specification), the Product, the Software Tools, all Documentation relating to the preparation and writing of the Product and all relevant operating manuals and user instructions (if any) existing at the date of such termination (whether or not the same shall be complete) and any other documents incorporating Confidential Information, and shall certify to Apical that no copies of the Product or any other material mentioned above has been retained in any medium.
- 17.2 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 17.3 Notwithstanding anything to the contrary set forth in this Agreement, upon the termination or expiration of this Agreement (except by Apical pursuant to Sections 16.1 or 16.2), Licensee shall have the right to continue to

manufacture, sell, or distribute Licensee's Products already containing the Product or for which Licensee Product Design has been taped out prior to such termination or expiration, provided that Licensee complies with the provisions of Section 5.3.

17.4 **Bankruptcy**

- 17.4.1 Bankruptcy Code Licenses. All rights, licenses and releases granted by Apical directly or indirectly to Licensee and its Affiliates are, for the purpose of Section 365(n) of Title 11 of the United States Code ("*Bankruptcy Code*"), licenses of rights to "intellectual property", as defined under Section 101 of the Bankruptcy Code. The parties agree that Licensee and its Affiliates, as licensees under this Agreement, will retain and may fully exercise all their rights and elections under the Bankruptcy Code.
- 17.4.2 Rights Upon Proceeding Against Apical. The parties agree that, in the event any proceeding is instituted, whether domestic or foreign, by or against Apical seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation,

winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it takes any action to authorize any of the foregoing actions (collectively a "*Bankruptcy Proceeding*"), Licensee will have the right to retain and enforce its rights under this Agreement, provided that Licensee remains in full compliance with the terms and conditions of this Agreement.

- 17.5 **Survival.** Sections 1 (Definitions), 5.1(Payment), 7.2, 9.1, 10.1 (Indemnities), 12 (Liability), 13 (Confidential Information), 17.5 (Survival) and 21-29 will survive termination or expiration of this Agreement.

18. **FORCE MAJEURE**

- 18.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying. Such party shall be entitled to a reasonable extension of time for the performance of such obligations.

- 18.2 Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law):

- 18.2.1 any costs arising from such delay shall be borne by the party incurring the same;

- 18.2.2 either party may, if such delay continues for more than fourteen (14) calendar days, terminate this Agreement forthwith on giving notice in writing to the other in which event neither party shall be liable to the other by reason of such termination.

19. WAIVER

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

20. ASSIGNMENT

Except as provided in this Agreement, neither party to this Agreement may assign its rights or obligations hereunder unless the other party gives its written consent which shall not be unreasonably withheld or delayed.

21. HEADINGS

The headings to the Sections of this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement.

22. NOTICES

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement will be sufficiently made or given on the date of issuance if sent by such party to the other party by certified mail, facsimile, commercial courier, personal delivery, or a similar reliable delivery method, addressed as set forth below or to such other address as a party shall designate by written notice given to the other party.

In the case of Licensee:

Intel Corporation

2200 Mission College Boulevard RNB 4-151

Santa Clara,
CA 95052 United States of America
Attn: General Counsel

Reference ID: PEG Legal, Douglas Smith

With copy to:

Intel Corporation Post Contract
Management 1900 Prairie City Rd.
Folsom, CA 95630 United States of
America Attn: PCM - FM3-78

In the case of Apical:	General Counsel
	Apical Limited
	Suite 323
	162-168 Regent Street
	London W1B 5TD, UK

23. ILLEGALITY AND SEVERANCE

If any term or provision of this Agreement shall be held to be illegal or unenforceable in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, drafts agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.

24.2 Each party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations which were made by or on behalf of the other party in relation to the subject-matter of this Agreement at any time before its signature, other than those which are set out expressly in this Agreement.

24.3 Nothing in this Section shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

25. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its principles of conflicts of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. All disputes and litigation regarding this Agreement and matters connected with its performance will be subject to the exclusive jurisdiction of the courts of the State of New York or of the Federal courts located there.

26. Disputes. All disputes arising directly under the express terms of this Agreement or relating to its termination will be resolved as follows:

- (A) **Negotiation.** The senior management of both parties will meet to attempt to resolve the disputes. If the senior management cannot resolve the disputes, either party may make a written demand for formal dispute resolution.
- (B) **Mediation and Litigation.** Within thirty days after the written demand, the parties agree to meet for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of

dispute resolution is not agreed upon within thirty days after the one-day mediation, either party may begin litigation proceedings.

- (C) **Confidentiality of Dispute Materials.** The parties will treat all proceedings, filings, negotiations, settlements, awards, rulings or other information learned or exchanged related to or arising out of the dispute or any arbitration as Confidential Information under the CNDA.

Except for termination of the Agreement, during the period of submission to mediation and thereafter until the granting of an award, the parties will continue to perform all their obligations under this Agreement without prejudice to a final adjustment. Nothing in this Section 26 will affect a party's right to seek immediate or preliminary equitable relief not otherwise prohibited by this Agreement.

27. **Relationship of Parties.** The relationship between the parties is that of independent contractors.
This Agreement does not constitute a partnership or joint venture between Apical and Licensee. Neither party is the representative or agent of the other and will not so hold itself out to any third party or incur any liability for the other.
28. **Export Control.** Neither party will export, either directly or indirectly, any product, service or technical data or system incorporating Licensed Technology without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States government.
29. **Counterparts.** This Agreement may be signed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile, email, or other electronic transmission such as a PDF document shall be effective as delivery of a manually executed counterpart of this Agreement.

Express Logic ThreadX

Inbound license: Express Logic ThreadX OEM License and Amendments

Express Logic ThreadX License Amendment / Addendum Summary

Name	Date	Description of Change
Express Logic ThreadX OEM License	2/3/2005	Initial license
Amendment 1	5/27/2005	Adds right to distribute listed header files in SOURCE CODE FORM Updates authorized development sites
Amendment 2	7/15/2005	Modifies upgrades and support Adds products to “Product Type Definitions” sections
Amendment 3	1/9/2008	Adds ARC 605 Modifies upgrades and support Replaces entire “Product Type Definitions” section
Amendment 4	7/25/2011	Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions Adds ARM7 Adds right to sublicense binary versions of ThreadX
Amendment 5	7/11/1012	Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions Adds ARC7
Amendment 6	6/16/2013	<ul style="list-style-type: none"> Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions Adds new development sites Retroactively replaces ARM7 (Amendment 4) with ARC6
Amendment 7	N/A	<ul style="list-style-type: none"> Modifications made by this amendment apply only to Intel group that develops wireless connectivity solutions (the “Intel ND” group). Adds ARC4 & ARC605 Adds additional CPU/OEM License Adds Executable Application/Binary

		Distribution Buyout Option – Licensee grants its customer a license to the OEM PRODUCT in an executable image format programmed into a programmable device (e.g., CHIP, EPROM or FLASH memory) for use in a product utilizing Licensee's OEM Product.
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Contact SWLC for cleaner copy of license and amendments.

Offspark PolarSSL Cryptographic Library

Inbound license: Intel IBL Offspark PolarSSL Commercial License

Synopsys DesignWare DW_apb_i2c SDK

Inbound license: Synopsys Unsupported Proprietary Work License

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Synopsys USB3 driver

Inbound license: Synopsys Unsupported Proprietary Work License

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Tensilica PerC Configuration D0G

Inbound license Intel IBL Tensilica Term Use Technology License Agreement

TERM USE TECHNOLOGY LICENSE AGREEMENT between TENSILICA, INC. and INTEL CORPORATION

This Term Use Technology License Agreement ("License Agreement" or "Agreement") is entered into and effective as of the 28th day of June 2007 ("Effective Date"), by and between Tensilica, Inc., a Delaware corporation with business offices located at 3255-6 Scott Boulevard, Santa Clara, California, 95054-3013 ("Tensilica"), and Intel Corporation, a Delaware corporation with business offices located at 2200 Mission College Blvd., Santa Clara, CA 95052 ("Licensee" or "Intel").

RECITALS

A. Tensilica licenses application specific microprocessor and digital signal processor solutions for use in integrated circuit design.

B. Licensee desires to receive, and Tensilica desires to provide, certain license rights under this License Agreement

NOW, THEREFORE, in consideration of the premises above, the parties' mutual promises below, and other good and valuable consideration, Tensilica and Licensee agree as follows:

AGREEMENT

1. DEFINITIONS

"Access Plus Agreement" means the Subscription Access Plus Technology License Agreement signed by Tensilica and Intel and dated March 29, 2007.

"Activation Date" means the date described in Section 2.1(c) herein.

"Application Software Object Code" means software programming instructions (represented in machine readable form or any binary representation thereof) that are provided by Tensilica to

Licensee and/or Licensee's customers for design, development and testing purposes, and described more fully in Exhibit G and the programmer's guide referenced in Exhibit G.

"Bug Fix" means the repair or replacement of the Deliverables, Software Development Tools, Application Software Object Code, or portions thereof, to remedy an Error.

"Change of Control" means (i) a merger, acquisition, sale of voting control, or other business combination involving Tensilica such that the stockholders of Tensilica immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring corporation, or (ii) the sale, lease, exclusive license or other transfer of all or substantially all of the assets of Tensilica. For purposes of this Agreement, the following shall not be considered a Change of Control under this Agreement:

- (1) sale of shares of Tensilica in the form of a public offering of securities, or
- (2) any round of fundraising by Tensilica in the form of sale of shares to private financial investors, even if such financing or recapitalization of Tensilica results in stockholders of Tensilica, immediately prior to the financing or recapitalization, not retaining 50% of the voting power after such transaction.

"Confidential Information" means nonpublic information provided by either party to the other party that, at the time it is provided, has commercial value, in part because of its nonpublic nature. However, information will only be deemed to be Confidential Information if it is (i) communicated by the disclosing party in writing or other tangible form susceptible of labeling and is marked "Confidential" or in a similar manner, or (ii) communicated in any other manner (such as an oral presentation, facilities tour or technical inspection) and is identified as confidential or proprietary at the time of communication and is reduced to writing and labeled "Confidential" or in a similar manner within thirty (30) days after the initial communication. In all events, the Tensilica Technology and the terms and conditions of this License Agreement will be deemed to be Confidential Information of Tensilica. "Confidential Information" will not be entitled to protection as Confidential Information under this License Agreement to the extent that such Confidential Information:

- (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party;
- (b) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction;
- (c) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information;
- (d) is lawfully obtained from a third party without restriction who has the right to make such disclosure without breach of any confidentiality obligation; or
- (e) is released for publication by the disclosing party in writing. The receiving party shall have the burden of proving by clear and convincing evidence that the foregoing exceptions apply.

"Deliverables" means the hardware-implementation deliverables (i.e., deliverables available for use in creating hardware) provided to Licensee by Tensilica under this License Agreement (and all Intellectual Property Rights embodied therein), including, but not limited to, the Netlist, as more fully explained in Exhibit A.

"Design Term" means the thirty-six (36) month period beginning with the Activation Date.

"Documentation" means any written reference and other materials in any written form provided for use with the Deliverables, Application Software Object Code, and Software Development Tools.

"Error" means a defect that causes the Deliverables, Application Software Object Code, or Software Development Tools not to perform substantially in accordance with the specifications set forth in Tensilica's Documentation.

"Initial Manufacturing Start" means the shipment of a Licensee Product for revenue.

"Intel Competitor" means any of the following companies: Advanced Micro Devices, Broadcom, NEC, Sun Microsystems, STMicro, Zoran, Sigma Designs, Conexant, Sony, Toshiba, Acer, Texas Instruments, Freescale, and VIA Technologies Inc. Following the Effective Date of this License Agreement, Licensee may request, not more than once annually, the inclusion of any additional companies not listed here that Licensee reasonably believes have become a competitor to Licensee in the silicon manufacturing market. Licensee may communicate to Tensilica any such request, in writing to the Tensilica representative and according to the procedure set forth in the Notice section 11.2 and Tensilica shall have thirty (30) days from receipt of the request to raise a reasonable objection to any such addition. In the event that Tensilica raises an objection, the Parties shall negotiate in good faith the need to add such company to this definition. In the event that Tensilica does not respond within such thirty (30) day period or if the Parties have not reached agreement during the good faith negotiations, then such companies will be included in this definition with an effective date of the date Tensilica received the notification from Intel.

"Intellectual Property Rights" means all patents, patent rights, copyrights, trade secrets, service marks, maskworks and trademarks, and any applications for any of the foregoing, in all countries in the world.

"Licensee Product" means any semiconductor integrated circuit which is designed and manufactured by or on behalf of Licensee that incorporates the Processor Core.

"Mask Set Creation" means the physical creation of the first mask set that may or may not, at Intel's discretion, undergo an Initial Manufacturing Start for a Licensee Product.

"Netlist" means a RTL netlist for the processor core that is provided to Licensee by Tensilica and configured in accordance with the attributes selected by Licensee, as more fully described in Exhibit A.

"Open Source Licensed Tools" means the software development tools and support libraries subject to various open source licenses and copyrights and more fully described in Exhibits A and E.

"Processor Core" means the silicon implementation of a Netlist. "Post-Mask Changes" means mask set changes necessary to remedy errors in the integrated circuit design, disabling, disconnecting, or "depowering" functionalities, and packaging variations of manufactured die using a singular mask set. Post-Mask Changes shall exclude derivative or follow-on integrated circuits including but not limited to (i) functional changes in the integrated circuit design, (ii) die shrinks, (iii) manufacturing process migrations, and (iv) derivative designs.

"Scope of Use" means the use of the Deliverables and Documentation by Authorized Users at Authorized Locations as described more fully in Exhibit D.

"Seat" means an individual user accessing a software tool bundle (as described in Exhibit A) on a single computer at one specific time. If multiple users access any portion of such software tool bundle at the same instance in time, they will be using multiple Seats, and if a single user runs multiple copies of any single component of such software tool bundle at the same time, that shall constitute multiple Seats.

"Software Development Tools" means the Open Source Licensed Tools and Tensilica Software Tools provided by Tensilica to Licensee under this License Agreement and more fully described in Exhibit A. "Successor Group" means, in the event Intel's Ultra Mobility Group (UMG) ceases

to exist, any group that conducts the silicon development activities of the former UMG upon its dissolution.

"Tensilica Competitor" means the following companies: ARM, MIPS, ARC, CEVA, Toshiba, Synopsys, Xilinx, Altera, and Mentor Graphics. Following the Effective Date of this License Agreement, Tensilica may request, not more than once annually, the inclusion of any additional companies not listed here that Tensilica reasonably believes have become a competitor to Tensilica in the semiconductor intellectual property provider market. Tensilica may communicate any such request to Licensee, in writing to the Licensee representative and according to the procedure set forth in the Notice section 11.2, and Licensee shall have thirty (30) days from receipt of the request to raise a reasonable objection to any such addition. In the event that Licensee raises an objection, the parties shall negotiate in good faith the need to add such company to this definition. In the event that Licensee does not respond within such thirty (30) day period, or if the Parties cannot reach agreement during the good faith negotiations, such companies will be included in this definition.

"Tensilica Software Tools" means the proprietary software development tools and executable software elements provided by Tensilica to Licensee under this License Agreement including but not limited to the named tools more fully described in Exhibit A.

"Tensilica Technology" means the Deliverables, Tensilica Software Tools, Application Software Object Code, Documentation and any Updates and Upgrades thereto (including all Intellectual Property Rights embodied therein), provided by Tensilica to Licensee under this License Agreement.

"Patent Troll" means a patent owner that enforces patent rights against accused infringers, but does not manufacture products or supply services based on the patents in question. A Patent Troll may represent an entity who performs research or manufactures products incorporating the patented technology, though the troll itself does not. Patent trolls focus their business on the enforcement of intellectual property rights.

"Updates" means incremental features or enhancements of existing features and/or functionality and minor improvements to the Application Software Object Code or Software Development Tools that Tensilica makes generally available to all licensees for no additional license fee on a when and- if available basis, Bug Fixes, Error corrections and published revisions to the Documentation.

"Upgrades" means significant additions to the features and capabilities of the licensed Application Software Object Code or Software Development Tools that Tensilica provides to its licensees on a when-and-if available basis upon payment of the applicable annual maintenance fee set forth in Exhibit B. Upgrades include only products enumerated in Exhibit A.

2. TECHNOLOGY LICENSE GRANT

2.1 Access and Delivery. Upon execution of this License Agreement and subject to the terms and conditions herein,

(a) Within five (5) business days of the Effective Date, Licensee shall provide Tensilica with (a) a primary user contact name, and (b) computer server host ID information necessary for Tensilica to generate access control license keys for all purchased Seats of Software Development Tools.

(b) Tensilica shall make available the Application Software Object Code as soon as reasonably practical after Tensilica has confirmed that Licensee has obtained any required third party licenses (assuming any such licenses are required) for such Application Software Object Code.

(c) Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica shall provide Licensee with access to the Deliverables and all Seats of Software

Development Tools as soon as reasonably possible. The date upon which Tensilica delivers the Deliverables and Software Development Tools to Licensee shall be considered the "Activation Date."

(d) Licensee shall provide written notice of its acceptance of the Deliverables and Tensilica Software Tools within ten (10) days of receipt of such Deliverables and Tensilica Software Tools. If Licensee fails to respond within such time period, the Deliverables and Tensilica Software Tools shall be deemed accepted by Licensee. Licensee may reject a Deliverable or Tensilica Software Tool if Licensee determines that it fails to meet the acceptance requirements set forth in Exhibit A. If Licensee rejects any Deliverable or Tensilica Software Tool, Licensee will allow Tensilica a reasonable opportunity to revise the Deliverable or Tensilica Software Tool to render it in compliance with such requirements.

2.2 Silicon Development, Manufacturing and Distribution. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby grants to Licensee a nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide license, under all Tensilica's Intellectual Property Rights, without the right of sublicense (except as set forth in Section 2.3), to

(1) use and reproduce the Deliverables and the Documentation for the following purposes only:

(i) designing, developing, and testing Licensee Products during the Design Term and limited to the Scope of Use; (ii) Mask Set Creation during the Design Term; and (iii) for Licensee Products which achieve Mask Set Creation during the Design Term, making Post-Mask Changes for the related Licensee Products during the Design Term and after the Design Term;

(2) manufacture, or have manufactured, Licensee Products for which Licensee achieved Mask Set Creation during the Design Term; and

(3) export, sell, offer for sale, import and distribute (directly or through resellers, VARS, OEMs, or distributors) Licensee Products. Licensee may not modify or create derivative works of the Tensilica Technology or any portion thereof, including without limitation, the Deliverables or Tensilica Software Tools; provided, however that Licensee has the rights to make changes to the Deliverables resulting in a netlist that is logically equivalent to a Netlist.

Licensee may not sell, offer for sale, or distribute the Deliverables except as a Processor Core incorporated in a Licensee Product. Tensilica grants to Licensee a worldwide, nonexclusive, nontransferable (except as set forth in Section 11.3) license to modify, copy, reproduce and distribute all or portions of the Documentation solely for the purpose of selling, promoting or distributing Licensee Product subject to the limitations in Section 4.2 and 4.4. The parties understand and acknowledge that the license granted under this License Agreement is intended to cover only the Licensee Product and is not intended to cover foundry or other manufacturing activities that Licensee may undertake on behalf of third parties. Therefore the licenses granted in this Section 2.2 and Section 2.3 shall exclude any products manufactured on behalf of a third party from designs received from a third party for resale to or on behalf of that party that are branded for sale by that third party.

2.3 Third Party Contractor Use Rights. Licensee may allow its third party contractors to use the Deliverables, Documentation, Application Software Object Code, and/or Software Development Tools on Licensee's behalf for the sole purpose of designing, developing, testing, and manufacturing the Licensee Product. These third party contractor use rights granted to Licensee herein include, without limitation, the right to have electronic design automation (EDA) vendors work on any deliverables, licensed technology and/or materials provided by Tensilica under this License Agreement in order to resolve bugs, Errors, or any other such issues. Licensee shall ensure that such third party contractors (including any EDA vendors) comply with the terms of, and are bound by written agreements at least as restrictive as, this License Agreement, including

without limitation, all confidentiality obligations set forth in this License Agreement with respect to the use of the Tensilica Technology under this License Agreement. Licensee agrees to act as the single point of contact with Tensilica for all technical issues arising from the work of its third party contractors. Licensee agrees to comply with all applicable export and re-export restrictions set forth in any export licenses, and will otherwise comply with the U.S. Export Administration Regulations and similar laws and regulations as may be amended from time to time and will seek such commitment from its third party contractors. Licensee's third party contractor use rights are subject to the same term of use as applied to Licensee as set forth in Section 6.

2.4 Software Development Tools

2.4.a Tensilica Software Tools. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby grants to Licensee a nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide license, with the right to sublicense (subject to Section 2.7), under all Tensilica Intellectual Property Rights to use the Tensilica Software Tools and the Documentation for the following purposes only: designing, developing, and testing software for use with Licensee Products. Licensee may not modify or create derivative works of the Tensilica Software Tools or any portion thereof.

2.4.b Open Source Licensed Tools. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby licenses the Open Source Licensed Tools to Licensee subject to the terms and conditions of the GNU General Public License (Version 2, June 1991 attached hereto in Exhibit E) or the Eclipse Public License (version 1.0 attached hereto in Exhibit E) or other open source licenses or copyrights as more fully described in Exhibit E.

2.5 Software Development Tools Maintenance. Tensilica will provide Licensee with Updates and Upgrades to the Software Development Tools that Tensilica makes generally available to its licensees. Licensee acknowledges that upgraded Software Development Tools are for use in development and debugging of Licensee's application software and are not to be used in hardware design and verification of Licensee Product.

2.6 Support Services: Subject to payment of an annual support fee in the amount and under the terms set forth in Exhibit B, which shall be paid by Licensee for the first year of this License Agreement, Tensilica shall provide Licensee with the following technical support for the Deliverables and Software Development Tools during Tensilica's normal business hours: (i) web-based electronic technical support consisting of problem identification and resolution and (ii) direct telephone and email support to Licensee's designated technical contact (identified in Exhibit D). Payment of this annual support fee entitles Licensee to the support described in Exhibits B and C relating to the processor hardware and Software Development Tools. Licensee, at its option, may elect to purchase annual support from Tensilica for the Deliverables and Software Development Tools after the first year of this License Agreement.

2.7 Software Redistribution Rights. Upon execution of this License Agreement and subject to the terms and conditions herein, Tensilica hereby grants to Licensee limited, nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide rights to sublicense all the rights granted in subsection 2.4.a and 2.4b to the named Tensilica Software Tools and Open Source Licensed Tools subject to the conditions set forth in the Software Redistribution Rights in Exhibit A, and subject to the sublicense fees described in Exhibit B. Licensee agrees to distribute said software to end users under terms no less restrictive than those of the Tensilica Software End-User Sublicense Agreement attached as Exhibit F. Tensilica will provide no training, support or other services directly to sub-licensees.

2.8 Replacement of End of Life Products. Tensilica reserves the right to replace, at its reasonable discretion, upon one hundred eighty days (180) days written notice to Licensee, any portion of the Tensilica Technology and Open Sourced License Tools that Tensilica has decided to end-of-life

or make obsolete with new technology of equivalent or superior functionality and performance. For clarity, this replacement right pertains to Tensilica's right to discontinue provision of certain versions of the Tensilica Technology as it pertains to the creation rights and maintenance obligations set forth in Sections 2.1 and 2.5 above. Licensee's usage rights as set forth in Sections 2.2, 2.3 ; 2A, and 2.7- pertaining to- Deliverablesvr Software Development Tools already in Licensee's possession are not affected by the provisions of this Section 2.8.

2.9 Use of Application Software Object Code. Upon execution of this License Agreement, subject to the terms and conditions herein, and subject to the third party license notices set forth in Exhibit G, Tensilica hereby grants to Licensee for the Design Term, a nonexclusive, nontransferable (except as set forth in Section 11.3), worldwide license, under all Tensilica's Intellectual Property Rights, without right of sublicense (except as set forth in Section 2.3), to use the Application Software Object Code internally, solely to design, develop and test the Licensee Products. No right is granted to distribute the Application Software Object Code or any application software programs developed using the Application Software Object Code.

2.10 Application Software Object Code Maintenance Services. Subject to the payment of an annual maintenance services fee set forth in Exhibit B, Tensilica will provide Licensee with Updates and Upgrades to the Application Software Object Code that Tensilica makes generally available to its licensees.

2.11 Support Services for Application Software Object Code: Subject to the payment of an annual support fee in the amount set forth in Exhibit B, which shall be paid for the first year of this License Agreement, and subject to the terms set forth in Exhibits B and C, Tensilica shall provide Licensee with the following technical support for the Application Software Object Code during Tensilica's business hours of Monday through Friday 9 am PST to 5 pm PST, excluding Tensilica corporate holidays: (i) web-based electronic technical support consisting of problem identification and resolution, and (ii) direct telephone and email support to Licensee's designated technical contact (identified in Exhibit D). Payment of this annual support fee entitles Licensee to the support relating to the Application Software Object Code described in Exhibits B and C. Licensee, at its option, may elect to purchase annual support from Tensilica for the Application Software Object Code after the first year of this License Agreement.

3. OWNERSHIP

3.1 Tensilica or its third party suppliers owns and shall retain all right, title and interest in and to the Tensilica Technology, including without limitation all Intellectual Property Rights therein. Licensee shall have no rights with respect thereto other than the rights expressly set forth in this License Agreement.

3.2 Subject to Tensilica's ownership in the Tensilica Technology and any Intellectual Property Rights therein, Licensee owns and shall retain all right, title and interest in and to the Licensee Product and all Intellectual Property Rights therein. Furthermore, as between Tensilica and Licensee, Licensee shall own any software developed or created by Licensee or on Licensee's behalf using the Software Development Tools in accordance with Section 2.4.

4. CONFIDENTIALITY, PUBLICITY AND OTHER OBLIGATIONS

4.1 Confidentiality. Each party will protect the other party's Confidential Information from unauthorized dissemination, publication and use with the same degree of care that each such party uses to protect its own like information, but in no event less than reasonable care. Each party may disclose the Confidential Information only to employees of such party who have a need to know such Confidential Information to fulfill the rights and obligations of this License Agreement and who have entered into agreements with such party containing confidentiality provisions at least as restrictive as those set forth in this Section 4.1. Each party will use the other party's Confidential Information for the purposes of furthering the purpose of this License Agreement and any other

business opportunities between the Parties and for no other purpose. The foregoing use restriction shall expire five (5) years from the date of disclosure with respect to all Confidential Information excluding Tensilica Technology. For the avoidance of doubt, all Confidential Information shall remain confidential indefinitely. Except as otherwise provided herein, neither party will disclose to third parties the existence of this Agreement or Confidential Information belonging to the other party without the prior written consent of such party, provided that each party shall be permitted to disclose the existence of this License Agreement without obtaining consent, to legal counsel, accountants and other financial advisors, investment bankers, and other agents of a party acting on the party's behalf who are subject to reasonable confidentiality obligations. In addition to the foregoing, in the event that Tensilica undergoes a Change of Control, and the resulting majority owner is an Intel Competitor, only Tensilica employees employed by Tensilica prior to the effective date of the Change of Control shall be permitted to access any Licensee Confidential Information unless and until Licensee provides written consent that other employees of the acquiring entity may access such Licensee Confidential Information. Notwithstanding the above, Tensilica shall have the right to provide Licensee's name and contact information to third party vendors who have licensed to Tensilica certain technology embedded in the Application Software Object Code and who are bound by written confidentiality agreements at least as restrictive as, the confidentiality terms in this License Agreement with respect to the use of the Intel Confidential Information. Tensilica agrees to act as the single point of contact with its vendors for all issues arising from the use and handling of Intel Confidential Information by Tensilica's third party contractors. Nothing in this Agreement shall restrict the free movement of each party's employees throughout its organization. Each party shall in any event be able to assign its employees to different projects, tasks and activities. Nothing in this Agreement shall prevent Tensilica or Licensee from independently developing, without use of the other's Confidential Information, competing products or technologies, and from using, selling or otherwise supplying to third parties such products or technologies.

4.2 Publicity. As of the Effective Date of this License Agreement, Tensilica may use Intel's name in any public listing of Tensilica licensees; provided, however, that Tensilica may not describe in any such listing any specific information about what Intel product or group is using the Tensilica Technology nor may it issue any communication that identifies only Intel as a licensee (e.g., not as part of a larger group).

4.3 No Reverse Engineering. Licensee shall not, nor shall it permit any Licensee customer or other third party to, alter, adapt, translate, decompile, disassemble, or otherwise attempt to derive computer source code from the Tensilica Technology or any portion of the foregoing.

4.4 Proprietary Notices. Licensee must reproduce and include the copyright notice and any other notices that appear on the original copy of the Tensilica Technology, including without limitation, the Deliverables and Documentation, on any copies made thereof by Licensee or its permitted third party contractors in any media. Licensee may not modify, obfuscate, deface, obscure or remove any of the proprietary rights notices in the Tensilica Technology, or in any copies made thereof.

4.5 Third Party Technology. Licensee hereby acknowledges that the Application Software Object Code products licensed herein include technology owned by certain third parties and Licensee cannot further distribute a Licensee Product incorporating the Application Software Object Code without a license from such third parties. For avoidance of doubt, Licensee is not distributing any Licensee Products incorporating the Application Software Object Code under this License Agreement. Under this License Agreement, the Application Software Object Code is licensed to Licensee solely for internal design, development, and testing purposes in accordance with Section 2.9 herein. This provision is added to the License Agreement for notice purposes,- in the event

that Licensee at a later time seeks to distribute Licensee Products incorporating the Application Software Object Code.

5. COMPENSATION

5.1 License Fee. As consideration for the licenses granted to Licensee by Tensilica under Section 2 of this License Agreement, Licensee agrees to pay Tensilica a one-time license fee in the amount and pursuant to the schedule and terms set forth in Exhibit B hereto ("License Fee").

5.2 Component Use Fee. In addition to the License Fee described in Section 5.1 above, Licensee agrees to pay Tensilica a component use fee calculated in accordance with the method set forth in Exhibit B ("Component Use Fee"). The Component Use Fee will be payable quarterly within forty-five (45) days after the end of each Licensee fiscal quarter during which Licensee Products are shipped to Licensee's customers.

5.3 Manufacturing Fee. In addition to the License Fee described in Section 5.1 above and the Component Use Fee described in Section 5.2 above, Licensee shall pay Tensilica a fee for each Licensee Product, calculated in accordance with the terms set forth in Exhibit B ("Manufacturing Fees"). Notwithstanding the foregoing, Tensilica agrees that the License Fee in Section 1(a) of Exhibit B (i.e., \$152,000.00 license fee) includes one pre-paid manufacturing fee, as set forth in Section 3 (Manufacturing Fees) of Exhibit B (i.e., Licensee will not be charged any manufacturing fee for the first Licensee Product over and above the \$152,000.00 License Fee). The Manufacturing Fees will be payable within thirty (30) days of Initial Manufacturing Start.

5.4 Support Fees. As consideration for any support services provided to Licensee by Tensilica under Section 2 of this License Agreement, Licensee agrees to pay Tensilica the relevant fees in the amount and pursuant to the schedule set forth in Exhibit B hereto.

5.5 Reports, Records and Audit Rights. Within thirty (30) days after the end of each Licensee fiscal quarter during which Licensee Products are shipped to Licensee's customers, Licensee will deliver to Tensilica a written report setting forth in reasonable detail the information necessary to determine the accuracy of the calculation of the Component Use Fee payable under Section 5.2 above and Manufacturing Fees payable under Section 5.3 above, including the number of Licensee Products and Processor Cores shipped. Licensee shall maintain, for a period of one (1) year after the end of the year to which they pertain, complete records of the Manufacturing Fees payable and Licensee Products distributed by Licensee directly or indirectly through resellers, VARS, OEMs or distributors, in order to calculate and confirm Licensee's payment obligations hereunder. Upon reasonable prior notice, not less than thirty (30) days, Tensilica will have the right, exercisable not more than once every twelve (12) months, to appoint an independent accounting firm or other agent reasonably acceptable to Licensee, at Tensilica's expense, to examine such financial books, records and accounts during Licensee's normal business hours to verify the Component Use Fees, and Manufacturing Fees due by Licensee to Tensilica herein, subject to execution of Licensee's confidentiality agreement by the accounting firm or agent; provided, however, that execution of such agreement will not preclude such firm from reporting only the information required by Tensilica to validate the Component Use Fees and the Manufacturing Fees to Tensilica and only such information is provided.. In the event such audit discloses an underpayment of Component Use Fees and/or Manufacturing Fees due hereunder, Licensee will have thirty (30) days to remit the amounts due to Tensilica. Tensilica shall bear the cost and expense of the audit; provided, however, in the event of an underpayment to Tensilica of 10 percent (10%) or more, Licensee shall reimburse Tensilica for the actual, necessary and reasonable costs and expenses of such audit as well as the unpaid Component Use Fee and/or Manufacturing Fee amounts.

5.6 Payment Terms Licensee agrees to pay Tensilica pursuant to the fee schedule set forth in Exhibit B.

5.7 Purchase Orders. Nothing contained in any purchase order, purchase order acknowledgment, or invoice shall in any way modify or add any additional terms or conditions to this License Agreement.

5.8 Method of Payment. Unless otherwise agreed, all payments by Licensee to Tensilica under this License Agreement will be made in U.S. dollars.

5.9 Withholding Taxes. All fees payable to Tensilica are exclusive of any withholding taxes imposed by a tax treaty then in force between the parties' respective governments which accrues when payments are made by a Licensee's subsidiary located outside of the United States. In such instance, Licensee shall pay its respective governments additional amounts necessary to the relevant authorities if such withholding is required.

5.10 Transaction Taxes. Fees payable to Tensilica under this License Agreement are exclusive of any transactions taxes (including sales, use, consumption, value-added and similar transactions taxes), which may be imposed, in accordance with applicable laws, as a result of the licenses granted and Deliverables and any other part of the Tensilica Technology provided by Tensilica to Licensee.

5.11 Documentation. Each party agrees it will consider in good faith, as requested by the other party, to provide the other with certificates or other available documentation evidencing the payment of taxes, duties and other governmental charges payable in connection with the business activities contemplated by this License Agreement.

5.12 Late Payments. Any amounts payable by Licensee under this License Agreement which are not paid when due shall bear interest payable to Tensilica at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less, calculated on the unpaid balance as of its due date.

6. TERM AND TERMINATION

6.1 Term. This License Agreement shall commence on the Effective Date and continue in full force and effect until terminated in accordance with this Section 6.

6.1.a Termination of Software Development Tools Maintenance and Usage Rights. Sections 2.4 and 2.5 of this License Agreement will terminate twelve (12) months from the Activation Date, unless extended in accordance with Paragraph 1(b) (Option to Extend Software Development Tools Use Rights and Maintenance) of Exhibit B.

6.1.b Termination of Application Software Object Code License. Section 2.9 of this License Agreement will terminate upon expiration of the Design Term.

6.2 Termination: Termination for cause. Either party has the right to terminate this License Agreement immediately upon written notice at any time if the other party breaches or is in default of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice from the non-defaulting party or within such additional cure period as the non-defaulting party may authorize. Further, in addition to Intel's right to withhold consent to the assignment of this License Agreement if Tensilica enters into an agreement to be acquired by an Intel Competitor, Intel shall have the right to terminate this License Agreement immediately upon written notice to Tensilica or its successor, provided that Intel has paid all License Fees that have accrued as of the date of termination. The effect of this termination is set forth in Sections 6.3 and 6.4.

6.3 Termination after Shipment of Licensee Product. If this License Agreement is terminated for cause pursuant to Section 6.2 above after manufacture and shipment of a Licensee Product, Licensee may continue manufacturing and selling such Licensee Product to Licensee's customers and continue to exercise the Software Redistribution Rights set forth in this License Agreement,

provided Licensee continues to pay the Component Use Fee set forth in Exhibit B and any Manufacturing Fees associated with such Licensee Product, and agrees to be bound by the surviving provisions of this License Agreement

6.4 Effect of Termination. Termination will not relieve Licensee or Tensilica from any liability arising from any breach of this License Agreement. Neither party will be liable to the other for damages of any sort solely as a result of terminating this License Agreement in accordance with its terms, and termination of this License Agreement will be without prejudice to any other right or remedy of either party. Except for such information as is necessary to exercise the rights granted in Section 6.3, each party shall destroy all Confidential Information and copies thereof in its possession belonging to the other party upon receipt of a written request from such party to do so. The provisions of Sections 1, 3, 4, 5, 6.3, 6.4, 7.1(a), 7.1(d), 7.2, 7.3, 8, 9, 10 and 11 shall survive termination of this License Agreement.

7. LIMITED WARRANTY AND DISCLAIMER

7.1 Representations and Warranties of Tensilica. Tensilica hereby represents and warrants to Licensee as follows:

(a) The Tensilica Technology is either owned or properly licensed by Tensilica or is in the public domain and the use thereof by Licensee, its representatives, resellers or end users as authorized hereunder does not and will not infringe any copyrights or trade secrets of any third party, and Tensilica has not willfully infringed any patents of any third party with respect to the Tensilica Technology; provided however, that the foregoing warranty shall not apply to infringements that occur as a result of: (i) modifications by anyone other than Tensilica, unless such modifications were authorized in writing by the Tensilica representative set forth in Exhibit D in which case the above warranty will apply, if the unmodified version would not have resulted in such infringement; or (ii) the combination of the Tensilica Technology with any materials or technology not provided by Tensilica.

(b) Tensilica has the full power to enter into this License Agreement, to carry out its obligations under this License Agreement and to grant the rights and licenses granted to Licensee in this License Agreement

(c) For a period of ninety (90) days from receipt of the Deliverables, Application Software Object Code, and Software Development Tools by Licensee that such Deliverables, Application Software Object Code, and Software Development Tools, as delivered, will be free from defects in the media and will perform substantially in accordance with the manner described in the Documentation. In the event of nonconformance, Licensee shall promptly notify Tensilica and provide Tensilica with all available information in written or electronic form so that Tensilica can reproduce the Error. Tensilica's sole obligation is to undertake reasonable efforts to correct the Errors reported to Tensilica in writing or in electronic form during the warranty period and deliver such corrected copy of the Deliverables, Application Software Object Code, and Software Development Tools to Licensee.

EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS WHICH ARE SUBJECT TO THE BELOW INDEFINITE OBLIGATION, TENSILICA'S SOLE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THE FOREGOING LIMITED WARRANTY WILL BE LIMITED TO ERROR CORRECTION OR PRODUCT REPLACEMENT, OR IF NEITHER IS IN TENSILICA'S OPINION COMMERCIALY FEASIBLE, REFUND OF ALL FEES RECEIVED BY TENSILICA FROM LICENSEE UNDER THIS LICENSE AGREEMENT.

If an Error occurs in the Deliverables, Application Software Object Code, or Software Development Tools after the termination of the ninety (90) day warranty period described in this Section 7.1.c, then upon receipt from Licensee of all available information in written or electronic

form sufficient to enable Tensilica to reproduce such Error, Tensilica agrees that, at its cost, it will use reasonable efforts to correct such Error on a timely basis. (d) Licensee's use of the Tensilica Technology consistent with the terms and conditions of this Agreement, will not subject any technology, software or product of Licensee to a requirement that Licensee's technology, software or product be: (a) disclosed or distributed publicly in source code or other form that would compromise the trade secrets otherwise embodied in such technology, software or product; (b) licensed for the purpose of making derivative works; (c) redistributed at no charge; or (d) otherwise distributed on terms that restrict Licensee's ability to distribute and license Licensee's products as it sees fit.

7.2 Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, ALL TENSILICA TECHNOLOGY AND OPEN SOURCE LICENSED TOOLS ARE LICENSED AND PROVIDED "AS IS," AND TENSILICA MAKES NO OTHER WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) REGARDING THE TENSILICA TECHNOLOGY OR OPEN SOURCE LICENSED TOOLS, ANY PORTION THEREOF OR OTHERWISE UNDER THIS LICENSE AGREEMENT. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, TENSILICA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

7.3 Warranties and Covenants of Licensee. Licensee hereby covenants and warrants to Tensilica that

(a) Licensee has the full power to enter into this License Agreement and to carry out its obligations under this License Agreement

(b) If this License Agreement includes MP3 encode or decode software, wherein Thomson Consumer Electronics Sales Germany and Austria GmbH ("Thomson") owns certain intellectual property rights and has acquired the exclusive right to sublicense certain patents owned by Fraunhofer Gesellschaft zur Forderung der Angewandten Forschung e.V., Munich, Germany ("FHG"), that Licensee is

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(b) Licensee will obtain a license from Thomson Licensing to make, manufacture, sell and/or use products using and/or incorporating Thomson and FHG intellectual property rights before distributing the Licensee Product containing the Application Software Object Code. For clarity, under this License Agreement, the Application Software Object Code is licensed to Licensee solely for internal design, testing and development purposes in accordance with Section 2.9, and Licensee does not have license rights under this License Agreement to distribute Licensee Products incorporating the Application Software Object Code. Licensee acknowledges that Thomson requires a license for use of the MP3 functionality.

(c) Further Licensee acknowledges that the Application Software Object Code contains technology components licensed by third parties and Licensee may require licenses identified in Exhibit G.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1 Indemnification of Licensee Tensilica agrees to defend, indemnify, and hold Licensee harmless against any loss, cost, liability, and expense (including reasonable attorneys' fees) arising from any action or claim brought or threatened against Licensee alleging that any one or all elements of the Tensilica Technology alone and as it is incorporated in the Licensee Product,

infringes any patent, copyright, trademark, trade secret, or other intellectual property right of any third party, provided that Licensee provides Tensilica with (i) prompt written notice of such claim or action, (ii) the sole control and authority in the defense or settlement of such claim or action, and (iii) reasonable information and assistance in the defense and/or settlement any such claim or action. To the extent permitted by court rules, Licensee shall have the right to monitor the defense (but not control or interfere with decisions of Tensilica or its selected counsel) with its own counsel at its own expense. Tensilica shall not enter into any settlement nor issue public statements about the claim, the procedures or both which reference Intel without the prior written consent of Licensee, which shall not be unreasonably withheld. Further, Intel will not be responsible for any costs, expenses or compromise incurred or made by Tensilica without Intel's prior written consent.

8.2 Notwithstanding the foregoing, Tensilica's indemnification obligation with respect to patent infringement claims only based on Tensilica's Technology shall not exceed the Cap. The "Cap" shall mean the lesser of Four Million Five Hundred Thousand US Dollars (US\$4,500,000.00) or an amount equal to the sum of Two Million Five Hundred Thousand US Dollars (US\$2,500,000.00) plus all fees paid by Intel to Tensilica under this License Agreement until such time as the sum of all fees paid by Intel to Tensilica under this License Agreement reaches \$4,500,000.00. Thereafter, the Cap shall be an amount equal to the sum of the total fees paid by Intel under this License Agreement up to and including the date when the claim arose, which will be greater than Four Million Five Hundred Thousand US Dollars (USD\$4,500,000.00). Notwithstanding the foregoing, at no time shall the cumulative total of all amounts payable by Tensilica for any and all patent infringement claims arising out of or related to this License Agreement and/or the Access Plus Agreement exceed the Cap as defined in this License Agreement. Notwithstanding the foregoing, in the event that this License Agreement is assigned by Intel pursuant to the provisions of Section 11.3, Tensilica's indemnification obligation to the assignee with respect to patent infringement claims only based on Tensilica's Technology shall not exceed the total of fees paid by the assignee under this License Agreement following such assignment. For the avoidance of doubt, in the event of an assignment by Intel as permitted under Section 11.3, it is acknowledged and agreed that the provisions of Section 8 shall continue to apply to Intel with respect to infringement claims occurring or based on activity occurring prior to the closing of the assignment to the extent Intel retains liability for such claims, provided that it is also acknowledged and agreed that the foregoing shall not be construed to grant any continuing rights of Intel to use the Tensilica Technology after the closing of the assignment of this License Agreement, and provided further that in any event Tensilica's liability under Section 8 as to Intel shall remain unchanged and, for patent infringement claims, subject to the limitations of the "Cap" described above in this Section 8.2. Any fees paid in connection with the assignment or by the assignee shall not be included in the calculation of the Cap.

8.3 Limited Remedies. In the event that any Tensilica Technology is held, or in Tensilica's reasonable opinion may be held, to constitute such an infringement, Tensilica, at its expense, and at Tensilica's option will either (i) obtain for Licensee or its customers the right to continue to use such Tensilica Technology as contemplated herein, (ii) modify such Tensilica Technology so that it becomes non-infringing, but without materially altering its functionality, or (iii) replace such Tensilica Technology with a functionally equivalent non-infringing Tensilica Technology.

8.4 Exceptions. Tensilica will have no liability under this Section 8 for any claim or action where: (i) such claim or action would have been avoided but for modifications of the Tensilica Technology, or any portion thereof, made by Licensee or a third party after delivery to Licensee that were not authorized by the Tensilica representative identified in Exhibit D; (ii) such claim or action would have been avoided but for the combination or use of the Tensilica Technology, or any portion thereof, with other products, processes or materials not provided by Tensilica except where there is no substantial non-infringing use of the Tensilica Technology other than as part of

that combination, or (iii) such claim or action would have been avoided but for compliance by Tensilica with the Licensee's specifications.; (iv) to the extent that such liability could have been avoided but for Licensee's failure to implement the infringement remedies that Tensilica makes available to Licensee under Section 8.3 above; (v) Licensee's use of the Tensilica Technology, or any portion thereof, is not in compliance with the terms of this License Agreement and such claim would have been avoided but for such non-compliance; or (vi) such claim or action is based on intellectual property that constitutes a standard or de facto standard.

8.5 Disclaimer. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF TENSILICA AND THE EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS LICENSE AGREEMENT.

9. LIMITATION OF LIABILITY

9.1 OTHER THAN EACH PARTY'S LIABILITY ARISING FROM WILLFUL AND KNOWING BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, BREACH OF THE LICENSES GRANTED PURSUANT TO SECTION 2, TENSILICA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (WHICH IS SUBJECT TO THE CAP SET FORTH IN SECTION 8.2 AND SECTION 9.2 BELOW), AND/OR LICENSEE'S FAILURE TO PAY ALL FEES ACCRUED UNDER THIS LICENSE AGREEMENT, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT SHALL NOT EXCEED THE TOTAL OF ALL FEES RECEIVED BY TENSILICA FROM LICENSEE UNDER THIS LICENSE AGREEMENT; AND EXCEPT WITH RESPECT TO EITHER PARTY'S LIABILITY ARISING OUT OF WILLFUL AND KNOWING BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS LICENSE AGREEMENT OR THE USE OF THE TENSILICA TECHNOLOGY AND OPEN SOURCE LICENSED TOOLS, OR ANY PORTION THEREOF, HOWEVER CAUSED, (WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE LIMITATIONS ON EITHER PARTY'S LIABILITY SET FORTH IN THIS SECTION 9 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF THIS LICENSE AGREEMENT OR ANY OF THE LIMITED REMEDIES SET FORTH HEREUNDER.

9.2 EXCEPT FOR TENSILICA'S INDEMNITY OBLIGATION WITH RESPECT TO THIRD PARTY PATENT INFRINGEMENT CLAIMS, WHICH IS SUBJECT TO THE CAP SET FORTH IN SECTION 8.2, TENSILICA'S INDEMNITY OBLIGATIONS DO NOT CARRY A MONETARY CAP OR MONETARY LIMIT.

10. EXPORT CONTROL

COMPLIANCE Tensilica and Licensee agree to comply in all respects with all applicable export and re-export restrictions set forth in any export licenses, and will otherwise comply with the U.S. Export Administration Regulations and similar laws and regulations as may be amended from time to time.

11. GENERAL PROVISIONS

11.1 Independent Contractors. The relationship of Tensilica and Licensee established by this License Agreement is that of independent contractors, and nothing contained in this License Agreement shall be construed (i) to give either party the power to direct or control the day-to-day

activities of the other or (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

11.2 Notice. Any notice, report, approval or consent required or permitted hereunder shall be in writing to each party's representative identified below and will be deemed to have been duly given if delivered personally, by facsimile, or mailed by first-class, registered or certified mail, postage prepaid, to the following addresses: For Intel Corporation Intel Corporation 2200 Mission College Blvd. Santa Clara, CA 92052 Attention: Office of the General Counsel For Tensilica: Attention: Legal Department With copy to: Chief Financial Officer 3255-6 Scott Blvd. Santa Clara, CA 95054

11.3 Assignment. Without the other party's prior written consent, such consent not to be unreasonably withheld, neither this License Agreement nor any interest herein or part hereof is transferable or assignable by either party, by operation of law or otherwise. It is understood that the assignment of the Agreement to an Intel Competitor or Tensilica Competitor is a reasonable cause to deny-consent. Any-assignment or attempted assignment in violation of the foregoing shall be null and void. Notwithstanding the foregoing, Intel may assign this License Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets related hereto without being required to obtain Tensilica's consent, provided that such entity is not a (i) Tensilica Competitor, or (ii) a Patent Troll. Subject to the foregoing, the rights and obligations of the parties under this License Agreement shall bind and inure to the benefit of the parties' respective permitted successors and permitted assigns. Further, Tensilica may assign this License Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets related hereto without being required to obtain Licensee's consent, provided that the acquiring entity is not (i) an Intel Competitor or (ii) a Patent Troll. In addition, notwithstanding the foregoing, Intel may (without obtaining the written consent of Tensilica), in connection with a transaction or series of transactions resulting in the transfer (directly, indirectly or by operation of law) of substantially all of the assets exclusively related to a product line of UMG or a Successor Group (an "Asset Sale"), deliver to the purchaser of such assets ("Assets Buyer") a copy of all technology and other materials licensed hereunder, provided that 1) UMG or a Successor Group remains an existing business unit of Intel and such technology or materials continue to be used by UMG, 2) the Assets Buyer is not a Tensilica Competitor, 3) the Assets Buyer agrees to maintain the confidentiality of the relevant Tensilica technology and materials prior to any delivery of the same by Intel 4) the Assets Buyer agrees with Intel not to use for development or manufacture the relevant Tensilica technology until it signs a license with Tensilica for such use and 5) Intel and the Assets Buyer shall be joint and severably liable to Tensilica for breach of the obligations set forth in 4) above. Such delivery shall permit the Assets Buyer to receive such technology or materials, but shall not constitute or otherwise grant any license thereto upon the Assets Buyer. Tensilica will negotiate in good faith with the Assets Buyer for a license to such technology and materials.

11.4 Severability. If for any reason a court of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that provision of the License Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License Agreement will continue in full force and effect.

11.5 Waiver. Failure by either party to enforce any provision of this License Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.6 Headings and Titles. The headings and titles of each section of this License Agreement are for purposes of convenience only and will not be used to limit, interpret or modify the provisions of this License Agreement.

11.7 Attorneys' Fees. The prevailing party in any action to enforce the License Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.

11.8 Force Majeure. Except for the obligation to make payments hereunder, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

11.9 Governing Law. This License Agreement will in all respects be interpreted and construed in accordance with, and governed by, the laws of the State of California excepting that body of California law concerning conflicts of law, regardless of the place of execution or performance of this License Agreement. The rights and obligation& of the parties under--this License Agreement shall not be governed by the U.N.- Convention on Contracts for the International Sale of Goods.

11.10 Injunctive Relief. The parties agree that a material breach of this License Agreement adversely affecting either party's Intellectual Property Rights may cause irreparable injury to such party for which monetary damages would not be an adequate remedy, and such party shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

11.11 Entire Agreement. This License Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. This License Agreement may not be modified or amended except in a writing signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the undersigned parties agree to the foregoing as of the Effective Date first set forth above.

TENSILICA, INC.
CORPORATION

(Print)

INTEL

(Print)

EXHIBIT A DESCRIPTION OF LICENSED TECHNOLOGY

1) Licensed Technolo2v

a) Preconfigured LX2 processor with similar features to the Diamond 330HiFi with the following changes:

- LRAM size of 512KB with the starting address at 0x0.
- Caches removed
- Maps the reset vector to 0x0 in IIRAM rather than system memory
- Support for DRAM sizes of up to 512K
- Support for extended L32R registers
- Any additional changes requested by Licensee shall incur a consulting fee.

b) Deliverables

- Verilog RTL Source Code: included
- Physical design scripts (for supported EDA tools): included skeleton code on interrupt routing/handling from other subsystems (sample firmware handlers/ISRs)

d) Software Development Tools Xtensa Tools (release RB-200X.X) Xtensa Software Developers Toolkit Priced per Seat per Exhibit B

(i) Open Source Licensed Tools

(1) GNU Software Development Tools

- GNU Assembler/Disassembler
- GNU Linker
- GNU Debugger (gdb)
- GNU Code Profiler
- GNU binary utilities

(2) Open Source Tensilica Tools

- Xtensa C/C++ Compiler
- Xtensa Xplorer – Standard Edition

(3) Support libraries

- XCC runtime libraries
- C and Math libraries

(ii) Tensilica Software Tools

- Xtensa Instruction Set Simulator:
- Configuration-specific support files for the Xtensa C/C++ compiler
- Selected software libraries
- Support files, plug-in tools and utilities for the Xtensa Xplorer development environment
- Other configuration-specific Xtensa support files and Xtensa software utilities
- XTOS System Simulation Priced per Seat, per Exhibit B
- XTMP/XTSC system simulation environment
- TurboXim simulation environment

2) Software Redistribution Rights Redistribution Bundle Priced Per Seat, Per Exhibit B

(a) GNU Software Development Tools

(b) Support Libraries

(c) Open Source Tensilica Tools

- Xtensa Xplorer – Standard Edition
- Xtensa C/C H- Compiler

(d) Tensilica Software Tools

Xtensa Instruction Set Simulator:

- Configuration-specific support files for the Xtensa C/C-E--F compiler
- Selected software libraries
- Other configuration-specific Xtensa support files and Xtensa software utilities

XTMP/XTSC Redistribution Priced Per Seat, or Unlimited Seats, Per Exhibit B

3) Acceptance Requirements Per Section 2.1(d) of the License Agreement, Intel will determine whether the Deliverables and Software Development Tools satisfy the following acceptance requirements:

- IIRAM size of 512KB with the starting address at 0x0.
- Caches removed
- Maps the reset vector to 0x0 in IIRAM rather than system memory
- Support for DRAM sizes up to 512K.
- Support for extended L32R registers

EXHIBIT B

PAYMENTS AND PAYMENT SCHEDULE

1. License Fee

1(a) Licensed Tensilica product

Product Code	Product Name	Description
DELINLI-t n BLES	1 nits (LS S) Special	PreConfigured LX2 Term Use
	36 month Term Use License,	PreConfigured LX2. Includes one
	1 \$200,000 License	

(1) prepaid manufacturing rights fee. XT7-SDK Software Dev Xtensa Software Developers Toolkit 1 \$2,000 Toolkit Single Seat, 12 month license. Seat [Includes Open Source Licensed Tools, Xtensa ISS, XCC Compiler, Xtensa Xplorer - Standard Edition]. Included in such toolkit will be XTOS Research & Evaluation License (\$50,000) Credit 330HIFI DELIVERABLES LICENSE FEE SUBTOTAL \$152,000 'PPLIC k l 10's SOF1 NN kIZE OBJECT CODE H12-MP3DB HiFi2 MP3 MP3 two-channel Decoder for the 1 Included Decoder, Object Xtensa LX HiFi2 Audio Engine. Code Supports MPEG1 and MPEG2 - L1/L2/L3 and MPEG2.5 - L3 streams, object (binary) code; Evaluation License 1112-M4DBLC HiFi2 MPEG 2/4- AAC-LC Audio MPEG 2/4-AAC-Low Complexity, two channel Audio Decoder supporting 1 Included Decoder, Object ADIF&ADTS for the Xtensa LX HiFi2 Code Audio Engine, object (binary) code; Evaluation License I12-APV1DB HiFi2 aacPlus-v1 aacPlus-v1, two channel Audio Included Audio Decoder, Object Code Decoder for the Xtensa LX HiFi2 Audio Engine, object (binary) code; 1 Evaluation License H12-APV2DB HiFi2 aacPlus-v2 aacPlus-v2, two channel Audio Included Audio Decoder, Object Code Decoder for the Xtensa LX HiFi2 Audio Engine, object (binary) code; 1 Evaluation License H12-AMRWCB HiFi2 AMR Wide AMR Speech Codec (wide band) for the Included Band Speech Xtensa LX HiFi2 Audio Engine, object 1 Codec, Object Code (binary) code; Evaluation License "Included" as set forth in this Exhibit B means the deliverable or code is included as part of the \$152,000.00 deliverables license fee above (i.e., Intel owes no fees over and above such license fee).

H12-AMRNCB HiFi2 AMR Narrow AMR Speech Codec (narrow band) for Included Band Speech Codec, Object Code the Xtensa LX HiFi2 Audio Engine, object (binary) code; Evaluation License 1 H12-29CB HiFi2 G729 Speech G729AB Speech Codec for the Xtensa Included Codec, Object Code LX HiFi2 Audio Engine, object (binary) code; Evaluation License 1 H12-WDB

HiFi2 WMA WMA Decoder for the Xtensa LX HiFi2 Included Decode, Object Audio Engine, object (binary) code; 1 Code Evaluation License APPLICATION SOFTWARE OBJECT CODE LICENSE FEE \$0 SUBTOTAL \$20,000 Support Multimedia Std — (Application Software Object Multimedia Application Software support for audio codecs. Support services for two (2) named points of contact, for 12 months. \$20,000 Code support) SHW-S Support Std (support for Standard Tensilica processor hardware and Software Development \$20,000 Software Development Tools and Tools support package. Support services for two (2) named points of contact, for 12 months. Deliverables) SUPPORT SUBTOTAL \$40,000 TOTAL \$192,000 + applicable taxes (subject to Sections 5.9 and 5.10) SOFTWARE DEVELOPMENT TOOLS Xtensa Software Developers Toolkit \$2,000 Per Toolkit, V7 for V7, Single Seat, 12 month license. Seat per year Software [Includes Open Source Licensed Redistribution in accordance with Tools, Xtensa ISS, XCC Compiler, Xtensa Explorer - Standard Edition] Section 2.7 XTMP XTMP/XTSC System Simulation option (XTMP \$2,000 per and XTSC), Single Seat, 12 month license Seat per year TURBO TurboXim TurboXim Simulation option, Single \$2,000 per Seat, 12 month license Seat per year OPT ION: 11, 1. PPLR ZION SOT 111 11a OBJECT CODE MAINTENANCE HiFi2 MP3 12 months of Maintenance for MP3 1 \$5,000 Decoder, Object Decoder, Object Code Code Maintenance —HiFi2 MPEG 2/4- AAC-LC Audio Decoder, Object Code. Maintenance 12 months of Maintenance for AAC-LC Decoder, Object Code 1 \$6,600 HiFi2 aacPlus v1 Audio Decoder, Object Code, Maintenance 12 months of Maintenance for aacPlus v1 Decoder, Object Code 1 \$7,500 HiFi2 aacPlus-v2 Audio Decoder, Object Code, Maintenance 12 months of Maintenance for aacPlus v2 Decoder, Object Code 1 \$8,250 HiFi2 AMR Wide Band Speech Codec, Object Code, Maintenance 12 months of Maintenance for AMR Wide Band Speech Codec, Object Code 1 \$8,000 HiFi2 AMR Narrow Band Speech Codec, Object Code, Maintenance 12 months of Maintenance for AMR Narrow Band Speech Codec, Object Code 1 \$8,000 HiFi2 G729 Speech Codec, Object Code, Maintenance 12 months of Maintenance for G729 Codec, Object Code 1 \$7,000 HiFi2 WMA 12 months of Maintenance for WMA \$6,300 Decoder, Object Decoder, Object Code 1 Code, Maintenance

1(b) Option to Extend Software Development Tools Use Rights and Maintenance Licensee may purchase, on an annual basis, up to two additional years of the rights granted under Sections 2.4 and 2.5 so that Licensee may exercise the rights granted under Sections 2.4 and 2.5 during the Design Term. If Licensee elects to extend such rights on an annual basis, Licensee shall pay Additional Software Development Tools Licensee Fees on a per-seat basis as set forth in the table above. For clarity, Licensee need not purchase two additional years of such rights at the same time. Instead, Licensee may extend such rights for the second year upon payment of the annual license fee on a per-seat basis and, after such second year, Licensee may elect to extend such rights for the third year upon payment of the annual license fee on a per-seat basis. Licensee may from time to time purchase additional seats of Software Development Tools and may alter the numbers of seats of tools purchased upon the anniversary date. Each such tool purchased by Licensee on a per seat basis may be used directly by Licensee or redistributed under the terms of Section 2.7.

1 (c) Optional Application Software Object Code Maintenance Licensee may opt to purchase maintenance services for the Application Software Object Code as described in Section 2.10. The fee for each year of maintenance ("Maintenance Fee") for each type of Application Software Object Code is listed in the chart above. Each year of maintenance shall always begin on an anniversary of the Activation Date of this License Agreement and end on an anniversary of the Activation Date of this License Agreement ("Maintenance Period"). The annual Maintenance Fee shall not be prorated if Licensee elects to purchase maintenance after a Maintenance Period has begun. In the event that Licensee allows a lapse in the maintenance services and then subsequently elects to purchase maintenance, Licensee shall pay Tensilica the Maintenance Fee

for all prior Maintenance Periods in which Tensilica had Updates available for release. Solely by way of example, if Licensee elects not to purchase maintenance for the MP3 Decoder in the first two years from the Activation Date (the first 2 Maintenance Periods), but elects to purchase Maintenance in the third year (the third Maintenance Period), then Licensee shall pay \$5,000 for the third year, plus \$5,000 for the first year (if there was one or more Update released in that year), plus \$5,000 for the second year (if there was one or more Update released in that year), for a potential maximum of \$15,000. If there were no MP3 Decoder Updates released in the first two years, in this example, then Licensee would only pay \$5,000 for maintenance for the third Maintenance Period.

1(d) Option to Purchase Support. Support is optional and may be purchased on an annual basis as set forth in the table above and Exhibit C. The price for support services for the processor hardware and Software Development Tools during the Design Term for two Licensee contacts shall be US\$20,000 per year. The price for support services for the multimedia application software (i.e., Application Software Object Code support) during the Design Term for two Licensee contacts shall be US\$20,000 per year. The annual support fee covers all Licensee Products (i.e., there is not a separate support fee for each Licensee product).

1(e) Availability of Application Software Object Code to Intel Customers Subject to Section 2.8, if any of Licensee's customers want to license the Application Software Object Code from Tensilica for use with the Licensee Product, Tensilica shall make the Application Software Object Code available for use with the Licensee Products to those of Intel's customers that are not Tensilica Competitors upon fair and reasonable terms. Tensilica shall negotiate all license fees with Intel's customers in good faith and such fees shall not exceed Tensilica's then current list price. For the avoidance of doubt, Tensilica cannot commit to specific terms, including pricing, that it would include in any license agreement with one of Intel's customers. Tensilica does commit to not engage in any practices that would be considered unreasonable in light of Tensilica potentially being a sole source of supply for the Application Software Object Code.

2. Component Use Fee Component Use Fees are accrued on per Processor Core shipped basis at a rate of \$0.03 per Processor Core. Notwithstanding anything to the contrary, if the Processor Core(s) distributed as part of a Licensee Product is permanently disabled (e.g., blown fuse) and cannot be enabled by Licensee's customers, then Licensee will not owe Tensilica any Component Use Fees in connection with distributing Licensee Products that contain the permanently disabled Processor Core(s).

3. Manufacturing Fees The License Fee set forth in the fee schedule in Section 1(a) includes one (1) prepaid Manufacturing Fee. Subsequent Manufacturing Fees accrue upon the occurrence of Initial Manufacturing Start for each additional Licensee Product at a rate of Two Hundred Thousand US Dollars (\$200,000) per additional Licensee Product.

4. Payment Schedule License Fees: 100% due within thirty (30) days after Licensee's acceptance of the Deliverables and Software Development Tools pursuant to Section 2.1(d). Annual Support Fees 100% due within thirty (30) days of invoice Software Redistribution Fee 100% due within thirty (30) days of the date of delivery Software Development Tools Licensee Fees (additional seats or annual renewals) 100% due within thirty (30) days of the date of delivery Component Use Fees: Component Use Fees are payable quarterly within forty-five (45) days after the close of a quarter, per Section 5.2 Manufacturing Fees 100% due within thirty (30) days of the date of Initial Manufacturing Start. Application Software Object Code Maintenance 100% due within thirty (30) days of invoice. Applications Support Cost (SUS) Processor Hardware and Software Development Tools Support. Support services will consist of reasonable guidance in the areas of Processor Generator usage, software tool usage, design flow assistance, hardware integration, and bug identification. Electronic technical support is delivered via use of an automated, web-based issue tracking and information delivery environment. Support services shall only be provided to

the number of Licensee employee contacts set forth in Exhibit B. The Support Services shall not include any design, testing or verification services with respect to Licensee's configuration of the Tensilica Technology or the Licensee Products, including but not limited to: writing, compiling or debugging code, writing models for XTMP/XTSC use, performing any integration or implementation activities of the core or interface logic, performing synthesis, place and route, verification, porting, making system integration decisions, or testing or debugging the design in silicon. See Exhibit B Application Software Object Code Support. Support services will consist of reasonable guidance in the use of the Application Software Object Code and its inclusion with Processor Cores. Electronic technical support is delivered via use of an automated, web-based issue tracking and information delivery environment. The Support Services *shall not include* any design, testing or verification services with respect to the Application Software Object Code, Licensee's configuration of the Tensilica technology or the Licensee Products, including but not limited to: writing, compiling or debugging code, performing any integration or implementation activities of the core, interface logic, performing synthesis, place and route, verification, porting, making system integration decisions, or testing or debugging the design in silicon. See Exhibit B EXHIBIT C SUPPORT Consulting Services: (As needed) Please contact Tensilica sales. \$250/hour

EXHIBIT D

1. Scope of Use Authorized Location[s]: Intel Ultra Mobility Group (all locations) Authorized Users: All employees of the Intel Ultra Mobility Group
2. Contact information Licensee Technical Contacts For Hardware: Name-, Asvvin Padmanabhan (11W implementation, collateral, 11W tools) Phone: 480-552 0839 Email: Aswin.oadmanabhan@intel.com Name: Arvind Mandhani (Architecture) Phone: 408-765-3819 Email: Arvind.mandhani@intel.com For Software: Name: Thomas Dryden (SW Drivers, XTOS, sample code, SW tools) Phone: 916-356-9592 Email: Thomas.dryden@intel.com Name: George Gruber (CODECs) Phone: 480-552-6346 Email: Hans.george.gruber@intel.com Licensee Finance Contact Name: Adam Wight Phone: 408-653-9713 Email: Adam.r.wight@intel.com
3. Licensee Company information Licensee's fiscal year begins on the first day of January.
4. Host ID information a. Host ID Type (Solaris, Linux, or Windows): b. License Type (Floating or Node Locked): c. Host ID:
5. Tensilica Representative (referenced in Sections 4, 7 and 8) Dan Weed.

EXHIBIT E

OPEN SOURCE LICENSES [ATTACHED]

EXHIBIT E

OPEN SOURCE LICENSES Tensilica's software development toolkit and the associated libraries are a combination of Tensilica proprietary software and various open source and free software packages. This table lists the various open-source software packages along with the license(s) under which each is used.

Application or Librар Description

Software Executable name or Directory/Package name Controlling license GNU Tools: GNU Assembler, GNU Binary as, binutils, gdb, gprof, Id, make, perl, xcc D.1: GNU Public License Utilities, GNU Debugger, GNU Profiler, GNU Linker, GNU Make, PERL, XCC Compiler – common core Runtime Libraries for XCC xcc-libs D.2: GNU Public License with Runtime

Exception; Various Copyrights Cygnus C and Math Libraries Newlib D.3: Newlib copyrights Info-Zip utility info-zip D.4 Info-Zip copyright Redboot eCOS ROM Monitor redboot D.5 Red Hat eCOS Public License Version 1.1 Xtensa Xplorer common core File names beginning with: D.6 Eclipse Public License components: Eclipse platform, Eclipse graphical editing framework, and Eclipse CDT org.eclipse.[*] org.apache.[*] (EPL) Version 1.0 A.1 GNU General Public License, V2 GNU GENERAL PUBLIC LICENSE Version 2, June 1991 Copyright (C) 1989, 1991 Free Software Foundation, Inc. 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed. Preamble The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Rine other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too. D 1- Version 6.4 a3 When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things. To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it. For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights. We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software. Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations. Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all. The precise terms and conditions for copying, distribution and modification follow.

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