

SILICON LABORATORIES, INC.  
SOFTWARE LICENSE AGREEMENT

Licensee and Silicon Laboratories, Inc., ("Silicon Labs"), located at 4635 Boston Lane, Austin, Texas 78735, (collectively the "Parties" or individually a "Party"), hereby enter into this Software License Agreement in accordance the Terms and Conditions (the "Agreement").

TERMS AND CONDITIONS

WHEREAS, Silicon Labs produces semiconductors, used in combination with digital system components with precision analog functions. In the course of producing these semiconductors, Silicon Labs also develops related development software ("Software") and related documentation; and WHEREAS, Silicon Labs licenses its Software and related documentation to assist in the design of derivative software applications to its semiconductors and to support development kits it markets; and WHEREAS, Licensee desires to obtain a license to use Silicon Labs' Software, which is wholly owned and licensed by Silicon Labs.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. DEFINITIONS

1.1 "Agreement" means this Software License Agreement.

1.2 "Developer Tools" means developer documentation, installation or development utilities, and other materials.

1.3 "Licensed Product(s)" means the version(s) of Silicon Labs Software (and included software licensed by Silicon Labs) in object code format, together with any appropriate user guides and manuals ("Documentation"), provided to Licensee by Silicon Labs, including Updates of such Software systems and any additional Documentation that may be provided by Silicon Labs to Licensee from time to time during the term hereof pursuant to Section 2.1 below.

1.4 "Proprietary or Confidential Information" means information including, but not limited to, all intellectual property, trade secrets, code, data file structures, design, structure and logic interactions, programming, features and modes of operation, techniques, processes, algorithms, mathematical formulae, function specifications, file formats, programming or interoperability interfaces belonging to Silicon Labs.

1.5 "Sample Source" means and includes, but is not limited to, example interface and/or application source code.

1.6 "Updates" means any error corrections, bug fixes, patches or work-arounds provided by Silicon Labs that are applicable to the Licensed Product(s).

2. GRANT OF LICENSE

2.1 Subject to the Terms and Conditions of this Agreement, Silicon Labs grants to Licensee a royalty-free, non-exclusive, non-assignable, non-sublicensable, and perpetual license (the "License"), to use each copy of the Licensed Product(s).

The License may include portions offered on terms in addition to those set out herein.

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3.2 Modification. Licensee may not modify the Licensed Product(s) and/or merge the same into any pre-existing Software or other product without the prior written consent of Silicon Labs. In the event that Licensee does modify the Licensed Product(s), doing so will be considered a material breach of this Agreement.

### 4. RESTRICTIONS

4.1 Copying. Except as reasonably required to use the Licensed Product(s) and, except for one (1) copy solely for back-up purposes, Licensee may not copy the Licensed Product(s) except with Silicon Labs' prior written consent. Licensee shall not (and shall not allow any third party) to, (a) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any Confidential Information including without limitation, source code, underlying ideas, algorithms, file formats, programming or interoperability interfaces of the Licensed Product(s) or of any files contained therein by any means whatsoever, (b) remove any product identification, copyright or other notices, that appear on the original Licensed Product(s), copies thereof, or on any Documentation, (c) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the Licensed Product(s) for the benefit of Licensee or any third parties, (d) modify, incorporate into or with other software or create a derivative work of any part of the Licensed Product(s), except as specified in the Documentation, (e) transmit or use the Licensed Product(s) over a network except if, and only to the extent expressly authorized in the Documentation, or (f) disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Licensed Product(s).

4.2 Non-Disclosure by Licensee. The Parties agree that in the course of this License, Confidential Information relating to the Licensed Product(s) and to Silicon Labs, including without limitation, features and modes of operation, techniques, processes, algorithms, mathematical formulae, design, function specifications, file formats, programming or interoperability interfaces, Documentation, schematics or architecture, may be available to Licensee in the structure of the Licensed Product(s) or its related Documentation. Licensee hereby agrees, in addition to its promises in Section 9 below, that it will hold such Confidential Information in strict confidence and take all reasonable precautions to protect such information from disclosure to anyone including any third parties.

### 5. TERM AND TERMINATION

5.1 Term. Unless otherwise specified, the License to a Licensed Product shall remain effective in perpetuity.

5.2 Termination by Licensee. In the event of default or a material breach of this Agreement by Silicon Labs, Licensee shall provide notice to Silicon Labs in accordance with Section 9.13, outlining the basis of such default or breach and Licensee's intent to terminate. Prior to actual termination, however, Silicon Labs may, at its option, either cure the breach within thirty (30) days of its receipt of notice, or agree to terminate this Agreement in its entirety.

5.3 Termination by Silicon Labs. Silicon Labs may terminate this Agreement on a Program-by-Program basis or in its entirety by written notice to Licensee for any reason, or if, (a) Licensee does not cure any material breach of any provision of this Agreement within fifteen (15) days of receiving notice of such breach from Silicon Labs (or immediately upon notice in the case of a breach of Sections 3.2, 4.2, 9.1, 9.5 or 9.8, hereof), (b) Licensee becomes insolvent, becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or a state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement, (c) Licensee becomes insolvent or makes an assignment for the benefit of its creditors, (d) a custodian, receiver or trustee is appointed for Licensee or a substantial portion of its business or assets, (e) Licensee admits a general inability to pay its debts as they become due, or, (f) Licensee ceases to be actively engaged in business.

5.4 Creditor Assignment. No assignment for the benefit of any creditor, custodian, receiver, trustee in bankruptcy, sheriff or other officer of the court or official charged with taking over custody of Licensee's assets or business may continue this Agreement, exploit or use, in any manner, the Licensed Product(s) should this Agreement terminate pursuant to this Section 5.4.

5.5 Effect of Termination on Licensee. Upon termination of this Agreement, Licensee shall immediately cease the use of all Licensed Product(s) hereunder and surrender to Silicon Labs any and all copies or portions of the Licensed Product(s) and any original or derivative database objects that make up any part of the Licensed Product(s). With Silicon Labs' consent, Licensee may destroy any original or authorized derivative Licensed material, (whether modified or incorporated with or into other software or not). At the request of Silicon Labs, an executive officer of Licensee will certify in writing that any Licensed Product(s) encompassed under this Section 5.5, were either returned or destroyed pursuant to Silicon Labs' request.

5.6 Removal of Licensed Product(s). Upon the cancellation or termination of this Agreement or the License granted hereunder, Licensee shall promptly remove any and all Licensed Product(s), any resulting merged software, and any Updates or Documentation thereto related and surrender or destroy in accordance with Section 5.5 above. Licensee shall have no right thereafter to use the Software or any portion thereof in any manner whatsoever.

5.7 Termination as a Remedy. Termination is not an exclusive remedy and any and all other remedies shall be available whether or not termination is effected. The Parties' rights and obligations under Sections 3, 4, 5, 6, 7, 8, and 9 shall survive the termination of this Agreement or of any License granted hereunder.

## 6. INFRINGEMENT

6.1 Indemnity. Silicon Labs will defend any action brought by a third party against Licensee to the extent that such action is based on

a claim that the Licensed Product(s) or any part thereof used within the scope of the License granted herein, infringes a United States copyright or patent. Silicon Labs will bear the expense of such defense and pay any damages and attorneys fees finally awarded by a court of competent jurisdiction to the extent attributable to such claim, provided that: (a) Licensee notifies Silicon Labs promptly in writing of such claim, (b) Silicon Labs has sole control of the defense and all related settlement negotiations, and (c) Licensee provides Silicon Labs with the assistance, information and authority as may be required to perform Silicon Labs' obligations under this section 6.

6.2 Limitations. Silicon Labs shall have no liability for any claim of infringement based upon, (a) use of a superseded or altered release of Licensed Product(s) if the infringement would have been avoided through the use of a current unaltered release of the Licensed Product(s), (b) use of the Licensed Product(s) or any Updates thereto in combination with any other products, processes or materials where the alleged infringement relates to such combination, or (c) any use not strictly in accordance with the License, Documentation or any Updates thereto.

6.3 Remedies. If the Licensed Product(s) is, or in Silicon Labs' judgment may become, the subject of any claim of intellectual property infringement, or if a court determines that the Licensed Product(s) infringes any intellectual property right, Silicon Labs may, at its option and expense, either, (a) procure for Licensee the right under such intellectual property right to use the Licensed Product(s), (b) replace the Licensed Product(s) with a suitable replacement, (c) modify the Licensed Product(s) to make them non-infringing, or (d) remove the Licensed Product(s). Silicon Labs will not be liable for any costs or expenses incurred hereunder without its prior written authorization. THE FOREGOING CONSTITUTES Silicon Labs'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT AND IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

## 7. LIMITED WARRANTY AND DISCLAIMER

7.1 warranties. Subject to the conditions and limitations of liability stated herein, Silicon Labs warrants for a period of ninety (90) days from the delivery of the Licensed Product(s) hereunder that such Licensed Product(s), as so delivered, will materially conform to the then-current Documentation. In addition, Silicon Labs warrants the media on which the Licensed Product(s) are contained will be free of defects under normal use for a period of ninety (90) days following the delivery thereof. This warranty covers only those problems reported to Silicon Labs during the warranty period. ANY LIABILITY OF Silicon Labs WITH RESPECT TO THE LICENSED PRODUCT(S) OR THE PERFORMANCE THEREOF OR DEFECTS THEREIN UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT. EXCEPT FOR THE FOREGOING, THE LICENSED PRODUCT(S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF CONDITION, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHERMORE, Silicon Labs DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE LICENSED PRODUCT(S) WILL BE FREE FROM BUGS OR THAT USE OF LICENSED PRODUCT(S) WILL BE UNINTERRUPTED OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE LICENSED PRODUCT(S) OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. Licensee further understands that Silicon Labs is not responsible for and will have no liability for hardware, software, or

other items provided by any persons other than Silicon Labs.

8. LIMITATION OF REMEDIES AND DAMAGES; FORCE MAJEURE

8.1 Limitations. Silicon Labs SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, (a) FOR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA EXCEPT FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (b) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS; OR (c) FOR ANY MATTER BEYOND Silicon Labs'S REASONABLE CONTROL.

9. GENERAL

9.1 Confidentiality. Except as expressly permitted in this Agreement, Licensee will not use or disclose any Confidential Information contained in the Licensed Product(s) including any related technology, idea, algorithm or information except to the extent Licensee can document that it is generally available for use and disclosure by the public without any charge or license. Licensee recognizes and agrees that there is no adequate remedy at law for breach of this Section 9.1, that such a breach would irreparably harm Silicon Labs and that Silicon Labs is therefore entitled to equitable relief (including, without limitation, injunctions) with respect to any such breach or potential breach in addition to any other available remedies. The obligations of this Section 9.1 shall survive the expiration or termination of this Agreement.

9.2 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES AND WITHOUT REGARD TO THE 1980 UNITED NATIONS ("UN") CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ("UN Convention"). THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED IN AUSTIN, TEXAS, U.S.A.

9.3 Arbitration. All disputes, controversies or differences which may arise between the Parties in connection with this Agreement shall be settled first by mutual discussion and if that is unsuccessful in resolving the issue, then the dispute shall be settled in arbitration. In addition, if Licensee is not a U.S. corporation or entity, all disputes or claims arising out of or related to this Agreement, or the interpretation, making, performance, breach or termination thereof, shall be settled in binding arbitration. In either case, such arbitration shall take place in Austin, Texas (or at such other location as is mutually agreed upon in writing by the Parties), pursuant to the American Arbitration Association's Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereover. The arbitrator shall apply Texas law to the merits of any dispute or claim, without reference to its rules on conflicts of law or the UN Convention. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. At the request of either Party, the arbitrator will enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings. The Parties agree that,

any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award, punitive or exemplary damages against either Party. The Parties shall share the costs of the arbitration, including administrative and arbitrator's fees, equally. Each Party shall bear the cost of its own attorneys' fees and expert witness fees. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in another language shall be submitted in English translation accompanied by the original or a true copy thereof.

9.4 Jurisdiction/Venue. All disputes arising out of this Agreement or the interpretation, making, performance, breach or termination thereof, that are not settled in arbitration for whatever reason, will be subject to the exclusive jurisdiction and venue of the Texas state courts of Travis County, Texas (or, if there is exclusive federal jurisdiction, the federal courts of the Western District of Texas), and the Parties hereby consent to the personal and exclusive jurisdiction of these courts. Notwithstanding the foregoing, if Licensee is not a U.S. corporation, only the provisions of Section 9.3 above shall apply.

9.5 Assignment. Neither this Agreement nor any License granted hereunder is assignable or transferable by Licensee without the prior written consent of Silicon Labs and any attempt to do so shall be void. Licensee shall notify Silicon Labs of any transfer of all or substantially all of the business or assets of Licensee pertaining to the subject matter hereof, whether by merger, operation of law, reorganization, acquisition or otherwise, and Silicon Labs reserves the right to terminate or renegotiate the License(s) if, in the sole opinion of Silicon Labs, such change may affect the scope of Licensee's use of the Licensed Product(s). Silicon Labs may assign this Agreement without the consent of Licensee.

9.6 Severability. In the event this Agreement or any portion thereof is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be modified to the minimum extent necessary to be valid and the remaining provisions of this Agreement shall remain in full force and effect.

9.7 Force Majeure. Neither Party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond the effected Party's reasonable control, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, labor shortages or disputes, and governmental actions; provided that the delayed Party promptly gives the other Party written notice of such cause, and in any event within thirty (30) Calendar Days of discovery thereof. In the event of such delays, the Parties shall use diligent and good faith commercially reasonable efforts to minimize the impact of the delays. The non-delaying Party may terminate this Agreement if the delay or non-performance continues in effect for longer than sixty (60) Calendar Days. Termination due to force majeure shall be treated as if the Agreement were terminated by mutual consent in accordance with Section 5.3 of this Agreement.

9.8 Compliance with Laws and Regulations. Each Party shall comply with all applicable federal, provincial, state and

local laws, regulations and ordinances including, but not limited to, the regulations of the U.S. and local governments relating to the export of commodities and technical data insofar as they relate to activities under this Agreement. Machines, commodities, and technical data provided under this Agreement may be subject to restrictions under the export control laws and regulations of the United States of America, including but not limited to the U.S. Export Administration Act and the U.S. Export Administration Regulations. The Parties shall not export, or re-export, directly or indirectly, any Product(s) or related technical data without first obtaining applicable governmental approval. It is the responsibility of each Party to obtain a copy of any relevant Governmental Regulations and to abide by them in their course of dealing related to this Agreement.

9.9 Waiver and Amendment. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.10 Entire Agreement. Both Parties agree that this Agreement constitutes the complete and exclusive statement of the mutual understanding of the Parties.

9.11 Notices. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by facsimile, certified or registered mail or overnight courier to the respective addresses for the Parties, or at such other address as shall be given in writing by either Party to the other. All notices and other communications shall be deemed effective, (a) on the business day received in the case of personal delivery, (b) on the next business day following the date of the facsimile or overnight courier, or (c) when received, if sent by registered or certified mail.

9.12 Status of Parties. The relationship hereby established between the Parties shall be solely that of Licensee and Licensor. Neither Party shall have the right to hold itself out to third parties as a representative of, or to enter into contracts on behalf of, the other Party without the prior written consent of the other Party. In addition, this Agreement does not create any agency relationship between the Parties.

9.13 Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.