

## SOFTWARE DRIVER LICENSE AGREEMENT

This Software Driver License Agreement (the “Agreement”) is dated as of the date the last party signs (the “Agreement Date”), and is entered by and between Analog Devices, Inc., a Massachusetts corporation with its principal offices at Three Technology Way, Norwood, MA 02062 (“ADI”) and \_\_\_\_\_, a \_\_\_\_\_ corporation, with its principal offices at \_\_\_\_\_ (Licensee”).

WHEREAS, ADI has licensed, developed and/or owns certain computer software drivers for advanced television and display interface products described in Exhibit A, attached hereto (“Licensed Software”) and accompanying documentation (“Documentation”), and

WHEREAS, Licensee desires a license to such Licensed Software and Documentation to drive products of ADI.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. License Grant.

1.1 Subject to the terms and conditions contained herein, ADI grants the Licensee, and the Licensee accepts, a worldwide, non-exclusive, nontransferable right and license (without the right to sublicense) to use, copy, modify and prepare derivative works of the Licensed Software for integration into Licensee’s driver software described in Exhibit B (“Licensee Software”) solely for interfacing with ADI products and to distribute the Licensed Software solely as integrated into Licensee Software for use with ADI products.

1.2 Subject to the terms and conditions contained herein, ADI grants the Licensee a worldwide, non-exclusive, nontransferable right and license (without the right to sublicense) to copy and use the Documentation and to distribute the Documentation in conjunction with the Licensed Software as integrated into Licensee Software for use with ADI products.

2. Restrictions. Licensee may not:

- (a) reverse engineer (by disassembly, decompilation or otherwise) or in any way derive the source code of the Licensed Software or any portion thereof, except and only to the extent that such activity is specifically allowed by this Agreement or expressly permitted by applicable law notwithstanding the foregoing limitations;
- (b) distribute or use the Licensed Software or any derivative thereof other than with ADI products for the sole purpose of interfacing with such ADI products;

- (c) distribute or use the Licensed Software other than in object code form and other than as integrated into Licensee Software;
- (d) sublicense, loan, lease, assign or otherwise transfer the Licensed Software.
- (e) link to or in any way combine the Licensed Software or any derivatives with any Open Source Software (as defined below) in any manner that would require the source code of the Licensed Software to be made available to any third party. "Open Source Software" means software from the open source community, including without limitation, any software that requires, as a condition of use, modification and/or distribution of such software, that other software incorporated into, derived from or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

3. Ownership of Software. ADI shall retain all of its rights, title and interest in the Licensed Software and Documentation. The Licensee shall not alter or remove any copyright, trade secret, proprietary and/or other legal notices contained on or in copies of Licensed Software and Documentation.

4. Term and Termination.

4.1 This Agreement shall commence on the Agreement Date and shall continue until terminated in one of the following ways:

- (a) By Licensee upon notice to ADI;
- (b) By either party in the event the other party materially breaches a provision of this Agreement and the breaching party fails to cure such breach within thirty (30) days of the receipt of notice of such breach from the non-breaching party;
- (c) By either party immediately in the event any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other party's property, or if the other party files a voluntary petition under federal bankruptcy laws or similar state statutes or such a petition is filed against the other party and is not dismissed within sixty (60) days.

4.2 Effects of Termination.

- (a) Upon expiration or termination of this Agreement for any reason, all rights, obligations and licenses of the parties hereunder shall cease;
- (b) Immediately after the termination on the grounds of a material breach by the Licensee, the Licensee shall have no further right to copy, modify or use the Licensed Software.

(c) The provisions of Sections 5 (Confidentiality), 6 (Disclaimer of Warranty), 7 (Limitations on Liability), 8 (Compliance with Laws), 9 (General Provisions) and this Section 4 shall survive any termination or expiration of this Agreement according to their terms.

5. Confidentiality.

5.1 Confidential Information. The Licensee agrees and acknowledges that in order to further the performance of this Agreement, ADI will be required to disclose to Licensee certain confidential information that will be identified as such in writing (“Confidential Information”). The Licensed Software in source code form shall be regarded as Confidential Information of ADI whether or not it is identified in writing as “Confidential.”

5.2 Protection of Proprietary Information. The Licensee agrees to protect the confidentiality of the Confidential Information with at least the same degree of care that it utilizes with respect to its own similar proprietary information, but in no event with less than a reasonable degree of care, including without limitation agreeing:

(a) Not to disclose or otherwise permit any other person or entity access to, in any manner, the Confidential Information, or any part thereof in any form whatsoever, except that such disclosure or access shall be permitted to an employee of the Licensee requiring access to the Confidential Information in the course of his or her employment in connection with this Agreement and who has signed an agreement obligating the employee to maintain the confidentiality of the confidential information of third parties in the Licensee’s possession;

(b) To notify ADI promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of the Confidential Information or any part thereof at any location or by any person or entity other than those authorized by this Agreement; and

(c) Not to use the Confidential Information for any purpose other than as explicitly set forth herein.

5.3 Exceptions. Nothing in this Section 5 shall restrict the Licensee with respect to information or data, whether or not identical or similar to that contained in the Confidential Information, if such information or data: (a) was rightfully possessed by the Licensee before it was received from ADI; (b) is independently developed by the Licensee without reference to ADI’s information or data; (c) is subsequently furnished to the Licensee by a third party not under any obligation of confidentiality with respect to such information or data, and without restrictions on use or disclosure; or (d) is or becomes public or available to the general public otherwise than through any act or default of the Licensee.

5.4 Injunctive Relief. Because the unauthorized use, transfer or dissemination of any Confidential Information provided by ADI to Licensee may diminish substantially the value of such materials and may irreparably harm ADI, if the Licensee breaches the provisions of

this Section 5, ADI shall, without limiting its other rights or remedies, be entitled to equitable relief, including but not limited to injunctive relief.

6. Disclaimer of Warranty. THE LICENSED SOFTWARE IS BEING PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND AND ADI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE LICENSED SOFTWARE INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

7. Limitations on Liability. ADI’S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE GREATER OF THE AGGREGATE LICENSEE FEES, NOT INCLUDING SUPPORT FEES, PAID BY LICENSEE FOR THE LICENSED SOFTWARE UNDER THIS AGREEMENT OR ONE HUNDRED US DOLLARS (\$100.00 US). EXCEPT FOR BREACHES OF CONFIDENTIALITY, BREACHES OF THE LICENSE AND MISAPPROPRIATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, PROFITS OR USE OF THE LICENSED SOFTWARE, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE.

8. Compliance with Laws. Licensee shall not export, directly or indirectly, Licensed Software, or other information or materials provided by ADI hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval.

9. General Provisions.

9.1 Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party’s performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

9.2 Waiver. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

9.3 Notices. Any notice or communication from one party to the other shall be in writing and either personally delivered or sent via facsimile, certified mail, postage prepaid and return receipt requested addressed, or overnight courier to such other party at the address

specified below or such other address as either party may from time to time designate in writing to the other party.

If to ADI: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

If to the Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

No change of address shall be binding upon the other party hereto until written notice thereof is received by such party at the address show herein. All notices shall be in English and shall be effective upon receipt.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Agreement.

9.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

9.6 Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned, in whole or in part by Licensee.

IN WITNESS WHEREOF, the parties, as of the latest of the dates set forth below which date shall be the Agreement Date, have caused this Agreement to be executed by their duly authorized representatives.

ANALOG DEVICES, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LICENSEE:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A

LICENSED SOFTWARE

Exhibit B

LICENSEE SOFTWARE