Software license notices for TQ product HPR50S

The product contains Open Source software programs and firmware (including Proprietary Software or Open Source Software) which are protected by copyrights.

You are entitled to use the Open Source software in accordance with the applicable Open Source software license conditions. If there is any conflict between the Open Source software license conditions and the license conditions applicable to the product, the Open Source software license conditions shall take precedence in relation to the Open Source software.

We, TQ-Systems GmbH, are liable for the product including the Open Source software and firmware (including Proprietary Software or Open Source Software) it contains in accordance with the license conditions applicable to the product. This excludes any liability for use of the Open Source software that goes beyond the program sequence intended by us for the product and also excludes any liability for defects that are caused by changes by third parties made to the Open Source software, for example, after delivery by TQ-Systems.

For the Open Source components, the liability exclusions of the rights holders applies in the respective license texts.

We reserve the right to refuse providing technical support for the product if it has been modified by third parties.

This product contains software which is licensed by TQ Systems under TQ-Systems Software License Version 1.0.2.

Parts of the software are licensed by the holder of the rights as free software, or Open Source software.

The product includes the following software:

Name of the software	Name of the software license
MCB_BL V00.00.0010	TQ-Systems Software License Agreement Version 1.0.2
License texts and copyright notices of	the software components contained:
MCB_BL V00.00.0010	
MAINLUCENCES	=======================================
MAIN LICENSES	

TQSSLAv1.0.2

TQ-Systems Software License Agreement Version 1.0.2

Copyright 2018 TQ-Systems GmbH (TQ), D-82229 Seefeld, Germany. All rights reserved.

It is permitted to copy and distribute this document true to word.

The software license is bound to the use of the TQ-Systems hardware. The software is classified as product-specific software. The software is provided exclusively in machine-readable form (binary or object code).

- \$1 Scope of Use and Usage Period
- 1. The rights to the TQ software in particular the copyright and

additional industrial property rights - shall remain exclusively with TQ even if the software has been modified by you or your company.

- You are prohibited from using this Software in any way other than as described in the following provisions of this Agreement.
- 2. The ordinary, non-exclusive right to use the Software shall only apply in direct connection with the Product Hardware. Product hardware means that the hardware has been produced by TQ or a company affiliated with TQ and that the software has been developed specifically for that hardware.
 - You are prohibited from using the software developed by us on hardware products from third parties.
 - Any transfer to third parties is bound by the provisions of this Agreement.
- You are obliged to report every activity to TQ in writing, with the exception of those actions which, according to the conditions of the Copyright Act (UrhG), do not require the release of the rights holder.
 - Outside the scope of the cases specified in the Copyright Act (UrhG), you are not entitled to modify, reverse engineer or translate the software.
 - If our software as a work uses software parts of third parties and therefore paragraph 1, subparagraph 3. contradicts license conditions applicable to these software parts of third parties, we additionally grant you the right to obtain permission to modify our software in binary form for your own use only and to carry out reverse engineering for the purpose of debugging these modifications. You may not distribute the modified version to third parties in any format.
- 4. Any use of the software that goes beyond the scope of the previous provisions requires our written consent.
- 5. We reserve the right to assert claims for damages.
- 6. You are only entitled to sub-license the software in connection with the product hardware.
- 7. In the event of sub-licensing, you must also ensure that no additional rights to the Software are granted to sublicensees other than those granted to you under these License Terms.
- 8. If you transfer your rights to the Software to any third party, you must destroy any untransferred copies of the Software.

\$2 Warranty; Liability

- We expressly point out that it is not possible according to the state of the art to develop more complex software in such a way that an error-free function is guaranteed under all application conditions. We therefore only guarantee that the delivered software is suitable for contractual use in accordance with the description created or accepted by us.
- 2. In case of larger and comprehensible deviations of the software functionality from the product description or specification, we are entitled to either refund the purchase price paid by you, or a subsequent performance in the form of a repair within the framework of a reasonable period or to arrange for a replacement delivery of the Product.
 - In the event of significant and reproducible deviations in the functionality of the software from the product description or specification, we shall be entitled, at our discretion, either to refund the purchase price paid by you or to subsequent performance within a reasonable period of time by way of repair or new delivery. If, within the framework of the supplementary performance chosen by us, we are unable to eliminate the considerable deviations in the functionality of the software that have occurred within a reasonable period by providing a defect-free update or upgrade of the software or to circumvent them in such a way that you are able to use the software in accordance with the contract, you may claim a reduction in the agreed remuneration or withdraw from the contract. Any further claims are excluded to the extent permitted by law.
- 3. We do not warrant for minor deviations in the functionality of the software from the product description or specification.
- 4. The warranty period is one (1) year, unless longer periods are required by law. It begins with the acceptance of the software by

- you or if a formal acceptance is not planned or does not take place - at the latest two (2) weeks after delivery or actual transfer
- 5. We do not warrant or assume any liability beyond the scope of use described in paragraph 1 with respect to the proper selection, application and use of the Software. This applies in particular to improper use, in particular the use of incompatible hardware or software, modifications or extensions to the software made independently by or at your instigation, the culpable omission of regular data backup and other cases of incorrect or negligent handling by you.

If you use the software outside these license terms, all warranty and liability claims are void. The aforementioned warranty or liability limitations shall not apply in cases of injury to life, limb or health, in cases of liability falling within the scope of the Product Liability Act, insofar as the software lacks a property or quality expressly warranted by us or we are at fault in the form of intent or gross negligence.

§3. Additional conditions

- 1. Copies must contain a literal copy of this document.
- TQ-Systems may revise this License from time to time.
 Each Revision is identified by a Version number.
 You may either use this Software within the scope of this version or the license or under the conditions of a later Revision of the license

OTHER LICENSES

TI License Agreement

C2000Ware

Source and Object Code Software License Agreement

IMPORTANT PLEASE CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT, WHICH IS LEGALLY BINDING. AFTER YOU READ IT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO ITS TERMS. DO NOT CLICK I ACCEPT UNLESS: (1) YOU WILL USE THE LICENSED MATERIALS FOR YOUR OWN BENEFIT AND PERSONALLY ACCEPT, AGREE TO AND INTEND TO BE BOUND BY THESE TERMS; OR (2) YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY.

Important Read carefully: This Source and Object Code Software License Agreement (Agreement) is a legal agreement between you and Texas Instruments Incorporated (TI). In this Agreement you means you personally if you will exercise the rights granted for your own benefit, but it means your company (or you on behalf of your company) if you will exercise the rights granted for your companys benefit. The Licensed Materials subject to this Agreement include the software programs and any associated electronic documentation (in each case, in whole or in part) that accompany this agreement, are set forth in the applicable software manifest and you access on-line, as well as any updates or upgrades to such software programs or documentation, if any, provided to you at TIs sole discretion. The Licensed Materials are specifically designed and licensed for use solely and exclusively with semiconductor devices manufactured by or for TI (TI Devices). By installing, copying or otherwise using the Licensed Materials you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to accept or agree with these provisions, do not download or install the Licensed Materials.

Note Regarding Possible Access to Other Licensed Materials: The Licensed Materials may be bundled with software and associated electronic documentation, if any, licensed under terms other than the terms of this Agreement (in whole or in part, Other Licensed Materials), including, for example Open Source Software and/or TI-owned or third party Proprietary Software licensed under such other terms. "Open Source Software" means any software licensed under terms requiring that (A) other software (Proprietary Software) incorporated, combined or distributed with such software or developed using such software: (i) be disclosed or distributed in source code form; or (ii) otherwise be licensed on terms inconsistent with the terms of this Agreement, including but not limited to permitting use of the Proprietary Software on or with devices other than TI Devices, or (B) require the owner of Proprietary Software to license any of its patents to users of the Open Source Software and/or Proprietary Software incorporated, combined or distributed with such Open Source Software or developed using such Open Source Software.

If by accepting this Agreement, you gain access to Other Licensed Materials, they will be listed in the applicable software manifest. Your use of the Other Licensed Materials is subject to the applicable other licensing terms acknowledgements

and disclaimers as specified in the applicable software manifest and/or identified or included with the Other Licensed Materials in the software bundle. For clarification, this Agreement does not limit your rights under, or grant you rights that supersede, the terms of any applicable Other Licensed Materials license agreement. If any of the Other Licensed Materials is Open Source Software that has been provided to you in object code only under terms that obligate TI to provide to you or show you where you can access the source code versions of such Open Source Software, TI will provide to you, or show you where you can access, such source code if you contact TI at Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8725, Dallas, Texas 75243, Attention: Contracts Manager, Embedded Processing. In the event you choose not to accept or agree with the terms in any applicable Other Licensed Materials license agreement, you must terminate this Agreement.

- 1. License Grant and Use Restrictions.
- a. Licensed Materials License Grant. Subject to the terms of this Agreement, TI hereby grants to you a limited, non-transferable, non-exclusive, non-assignable, non-sublicensable, fully paid-up and royalty-free license to:
- i. Limited Source Code License. make copies, prepare derivative works, display internally and use internally the Licensed Materials provided to you in source code for the sole purpose of developing object and executable versions of such Licensed Materials, or any derivative thereof, that execute solely and exclusively on TI Devices, for end use in Licensee Products, and maintaining and supporting such Licensed Materials, or any derivative thereof, and Licensee Products. For purposes of this Agreement, Licensee Product means a product that consists of both hardware, including one or more TI Devices, and software components, including only executable versions of the Licensed Materials that execute solely and exclusively on such TI Devices.
- ii. Object Code Evaluation, Testing and Use License. make copies, display internally, distribute internally and use internally the Licensed Materials in object code for the sole purposes of evaluating and testing the Licensed Materials and designing and developing Licensee Products, and maintaining and supporting the Licensee Products;
- iii. Demonstration License. demonstrate to third parties the Licensed Materials executing solely and exclusively on TI Devices as they are used in Licensee Products, provided that such Licensed Materials are demonstrated in object or executable versions only and
- iv. Production and Distribution License. make, use, import, export and otherwise distribute the Licensed Materials as part of a Licensee Product, provided that such Licensee Products include only embedded executable copies of such Licensed Materials that execute solely and exclusively on TI Devices.
- b. Contractors. The licenses granted to you hereunder shall include your on-site and off-site contractors (either an individual or entity), while such contractors are performing work for or providing services to you, provided that such contractors have executed work-for-hire agreements with you containing applicable terms and conditions consistent with the terms and conditions set forth in this Agreement and provided further that you shall be liable to TI for any breach by your contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.
- c. No Other License. Nothing in this Agreement shall be construed as a license to any intellectual property rights of TI other than those rights embodied in the Licensed Materials provided to you by TI. EXCEPT AS PROVIDED HEREIN, NO OTHER LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.
- d. Covenant not to Sue. During the term of this Agreement, you agree not to assert a claim against TI or its licensees that the Licensed Materials infringe your intellectual property rights.
- e. Restrictions. You shall maintain the source code versions of the Licensed Materials under password control protection and shall not disclose such source code versions of the Licensed Materials, to any person other than your employees and contractors whose job performance requires access. You shall not use the Licensed Materials with a processing device other than a TI Device, and you agree that any such unauthorized use of the Licensed Materials is a material breach of this Agreement. You shall not use the Licensed Materials for the purpose of analyzing or proving infringement of any of your patents by either TI or TIs customers. Except as expressly provided in this Agreement, you shall not copy, publish, disclose, display, provide, transfer or make available the Licensed Materials to any third party and you shall not sublicense, transfer, or assign the Licensed Materials or your rights under this Agreement to any third party. You shall not mortgage, pledge or encumber the Licensed Materials in any way. You may use the Licensed Materials with Open Source Software or with software developed using Open Source Software tools provided you do not incorporate, combine or distribute the Licensed Materials in a manner that subjects the Licensed Materials to any license obligations or any other intellectual property related terms of any license governing such Open Source Software.
- f. Termination. This Agreement is effective on the date the Licensed Materials are delivered to you together with this Agreement and will remain in full force and effect until terminated. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, if you fail to comply with the terms of this Agreement or you are acquired, TI may terminate your right to use the Licensed Materials upon written notice to you. Upon termination of this Agreement, you will destroy any and all copies of the Licensed Materials in your possession, custody or control and provide to TI a written statement signed by your authorized representative certifying such destruction. Except for Sections 1(a), 1(b) and 1(d), all provisions of this Agreement shall survive termination of this Agreement.

2. Licensed Materials Ownership. The Licensed Materials are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. Subject to the licenses granted to you pursuant to this Agreement, TI and its licensors own and shall continue to own all right, title and interest in and to the Licensed Materials, including all copies thereof. You agree that all fixes, modifications and improvements to the Licensed Materials conceived of or made by TI that are based, either in whole or in part, on your feedback, suggestions or recommendations are the exclusive property of TI and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Materials will vest solely in TI. Moreover, you acknowledge and agree that when your independently developed software or hardware components are combined, in whole or in part, with the Licensed Materials, your right to use the combined work that includes the Licensed Materials remains subject to the terms and conditions of this Agreement.

3. Intellectual Property Rights.

- a. The Licensed Materials contain copyrighted material, trade secrets and other proprietary information of TI and its licensors and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. To protect TIs and its licensors rights in the Licensed Materials, you agree, except as specifically permitted by statute by a provision that cannot be waived by contract, not to unlock, decompile, reverse engineer, disassemble or otherwise translate to a human-perceivable form any portions of the Licensed Materials provided to you in object code format only, nor permit any person or entity to do so. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, trade mark, patent, copyright or other proprietary notice or other identifying marks or designs from any component of the Licensed Materials and you shall reproduce and include in all copies of the Licensed Materials the copyright notice(s) and proprietary legend(s) of TI and its licensors as they appear in the Licensed Materials. TI reserves all rights not specifically granted under this Agreement.
- b. Certain Licensed Materials may be based on industry recognized standards or software programs published by industry recognized standards bodies and certain third parties may claim to own patents, copyrights, and other intellectual property rights that cover implementation of those standards. You acknowledge and agree that this Agreement does not convey a license to any such third party patents, copyrights, and other intellectual property rights and that you are solely responsible for any patent, copyright, or other intellectual property right claim that relates to your use or distribution of the Licensed Materials or your use or distribution of your products that include or incorporate the Licensed Materials. Moreover, you acknowledge that you are responsible for any fees or royalties that may be payable to any third party based on such third partys interests in the Licensed Materials or any intellectual property rights that cover implementation of any industry recognized standard, any software program published by any industry recognized standards bodies or any other proprietary technology.
- 4. Audit Right. At TI's request, and within thirty (30) calendar days after receiving written notice, you shall permit an internal or independent auditor selected by TI to have access, no more than twice each calendar year (unless the immediately preceding audit revealed a discrepancy) and during your regular business hours, to all of your equipment, records, and documents as may contain information bearing upon the use of the Licensed Materials. You shall keep full, complete, clear and accurate records with respect to product sales and distributions for a period beginning with the thencurrent calendar year and going back three (3) years.
- 5. Confidential Information. You acknowledge and agree that the Licensed Materials contain trade secrets and other confidential information of TI and its licensors. You agree to use the Licensed Materials solely within the scope of the licenses set forth herein, to maintain the Licensed Materials in strict confidence, to use at least the same procedures and degree of care that you use to prevent disclosure of your own confidential information of like importance but in no instance less than reasonable care, and to prevent disclosure of the Licensed Materials to any third party, except as may be necessary and required in connection with your rights and obligations hereunder; provided, however, that you may not provide the Licensed Materials to any business organization or group within your company or to customers or contractors that design or manufacture semiconductors unless TI gives written consent. You agree to obtain executed confidentiality agreements with your employees and contractors having access to the Licensed Materials and to diligently take steps to enforce such agreements in this respect. TI may disclose your contact information to TIs licensors.
- 6. Warranties and Limitations. THE LICENSED MATERIALS ARE PROVIDED AS IS. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. YOU AGREE THAT PRIOR TO USING, INCORPORATING OR DISTRIBUTING THE LICENSED MATERIALS IN OR WITH ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY OF THE LICENSED MATERIALS IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES.

TI AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING YOUR PRODUCTS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY TI TO MAINTAIN PRODUCTION OF ANY TI SEMICONDUCTOR DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE LICENSED MATERIALS MAY BE USED.

IN NO EVENT SHALL TI OR ITS LICENSORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED MATERIALS REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL TIS OR ITS LICENSORS AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE LICENSED MATERIALS EXCEED FIVE HUNDRED U.S. DOLLARS (US\$500).

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

- 7. Indemnification Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT TI SHALL NOT BE LIABLE FOR AND SHALL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR MANUFACTURE, USE, OR DISTRIBUTION OF THE LICENSED MATERIALS OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE LICENSED MATERIALS.
- 8. No Technical Support. TI and its licensors are under no obligation to install, maintain or support the Licensed Materials.
- 9. Notices. All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8725, Dallas, Texas 75243, Attention: Contracts Manager Embedded Processing, with a copy to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department Embedded Processing. All notices shall be deemed served when received by TI.
- 10. Export Control.
- a. The Licensed Materials are subject to U.S. export controls and sanctions, the most important of which are administered by the Commerce Departments Bureau of Industry and Security (BIS) under its Export Administration Regulations (EAR) (15 Code of Federal Regulations Parts 730-774) and the Treasury Departments Office of Foreign Assets Control (OFAC) under its Foreign Assets Control Regulations (31 Code of Federal Regulations Part 500). You will comply, and will ensure that your subsidiaries comply, with all applicable laws and regulations whenever you export, re-export, or transfer the Licensed Materials. The Licensed Materials may not be exported, re-exported, transferred, or resold to a person or entity barred by the U.S. Government (collectively, Denied Persons) from participating in export activities. Denied Persons include, but are not limited to, those individuals or entities listed on the Commerce Departments Denied Persons List, the Commerce Departments Entity List, the Directorate of Defense Trade Controls List of Statutorily Debarred Parties, and the Treasury Departments List of Specially Designated Nationals.
- Unless prior authorization is obtained from BIS, OFAC, or any other responsible U.S. Government agency, neither you nor your subsidiaries shall (i) sell, export, re-export, transfer, resale or release, directly or indirectly (including, without limitation, by permitting the Licensed Materials to be downloaded), any technology, software, or software source code, received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code to any U.S. embargoed, sanctioned, or restricted destinations as defined in EAR Supplement No. 1 to Part 740, Country Group E, or to any entities or enterprises listed in EAR Supplement No. 4 to Part 744; or (ii) export, re-export, transfer, release, purchase, or resale for a military end-use or to a military end-user in a country listed in EAR Supplement No. 1 to Part 740, Country Group D1. Military end-use means incorporation into a military item described on the U.S. Munitions List (USML) (22 Code of Federal Regulations Part 121, International Traffic in Arms Regulations) or the International Munitions List (IML) (as set out on the Wassenaar Arrangement website at www.wassenaar.org); or commodities classified under Export Control Classification Numbers (ECCNs) ending in A018 or under 600 series ECCNs. Military end-user means the national armed services (e.g., army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support a military end-use. The Licensed Materials may not be exported, re-exported, transferred, or resold, directly or indirectly, for the design, development, fabrication, or use of nuclear, chemical, or biological weapons, or missile technology without U.S. Government authorization.
- c. You will observe all other applicable restrictions concerning other end-uses/end-users according to other laws and regulations (e.g., European Commission regulations or any other national regulations). Further, you will obtain any necessary export authorization prior to the exportation, re-exportation, or transfer of any Licensed Materials acquired from TI under this Agreement. Each party will secure, at its own expense, such authorization and export and import documents as are necessary for each respective party to fulfill its obligations under this Agreement. Any software export classification made by TI shall be for TIs internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such software or whether an export authorization is required for the exportation of such software. If you violate any of your obligations under this Section, TI may terminate, cancel, or otherwise be excused from performing any obligations it may have under this Agreement.
- d. All obligations under this section shall survive termination of this Agreement.
- 11. Governing Law and Severability; Waiver. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict of laws principles. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). The parties agree that non-exclusive jurisdiction

for any dispute arising out of or relating to this Agreement lies within the courts located in the State of Texas.

Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive relief in any United States or foreign court. Failure by TI to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision in this Agreement or any other agreement that may be in place between the parties.

- 12. PRC Provisions. If you are located in the Peoples Republic of China (PRC) or if the Licensed Materials will be sent to the PRC, the following provisions shall apply:
- a. Registration Requirements. You shall be solely responsible for performing all acts and obtaining all approvals that may be required in connection with this Agreement by the government of the PRC, including but not limited to registering pursuant to, and otherwise complying with, the PRC Measures on the Administration of Software Products, Management Regulations on Technology Import-Export, and Technology Import and Export Contract Registration Management Rules. Upon receipt of such approvals from the government authorities, you shall forward evidence of all such approvals to TI for its records. In the event that you fail to obtain any such approval or registration, you shall be solely responsible for any and all losses, damages or costs resulting therefrom, and shall indemnify TI for all such losses, damages or costs.
- b. Governing Language. This Agreement is written and executed in the English language and shall be authoritative and controlling, whether or not translated into a language other than English to comply with law or for reference purposes. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental laws, regulations or rules, you shall be solely responsible for creating such translation.
- 13. Contingencies. TI shall not be in breach of this Agreement and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond TIs reasonable control.
- 14. Entire Agreement. This is the entire agreement between you and TI and this Agreement supersedes any prior agreement between the parties related to the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective software license agreement relating to the subject matter hereof and stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap, shall supersede the terms of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of TI. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.

BSD-3-Clause_TI

Copyright (C) <year>-<year> Texas Instruments Incorporated - http://www.ti.com/

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of Texas Instruments Incorporated nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

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

Copyright notices

copyright Copyright 2021 TQ-Systems GmbH, D-82229 Seefeld, Germany. All rights reserved. copyright Copyright 2020 TQ-Systems GmbH, D-82229 Seefeld, Germany. All rights reserved. copyright Copyright 2011-2019 TQ-Systems GmbH, D-82229 Seefeld, Germany. All rights reserved. Copyright (c) 1996-2015 Texas Instruments Incorporated Copyright (C) 2020 Texas Instruments Incorporated - http://www.ti.com/