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for better quality of experience

SOFTWARE LICENSE AGREEMENT

BY SELECTING THE "I Accept" BUTTON BELOW AND DOWNLOADING DELIVERABLES (HEREINAFTER DEFINED), YOU ("LICENSEE") ARE DEEMED TO HAVE AGREED TO THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") WITH SOCIONEXT INC. ("SOCIONEXT").

IN THE EVENT THAT LICENSEE DOES NOT AGREE TO THIS AGREEMENT, LICENSEE SHALL NOT DOWNLOAD AND USE DELIVERABLES. IF YOU HAVE ALREADY DOWNLOADED THEM WITHOUT READING THIS AGREEMENT, PLEASE STOP USING ALL DELIVERABLES AND IMMEDIATELY RETURN THEM TO US.

1.   DEFINITIONS

1.1 "**Confidential Information**" means all information that is disclosed by SOCIONEXT to LICENSEE in connection with this Agreement, except for information which:

(a) is or become generally known or available by publication through no fault of LICENSEE;

(b) was known by LICENSEE before receipt from SOCIONEXT without any obligations of confidentiality;

(c) is at any time rightfully received by LICENSEE from any third party without any obligations of confidentiality;

(d) is independently developed by the LICENSEE without use of or access to the SOCIONEXT's Confidential Information; or

(e) is lawfully obtained from a Third Party without any obligations of confidentiality.

1.2 "**Deliverables**" means Licensed Program (hereinafter defined) and Documentation (hereinafter defined).

1.3 "**Documentation**" means the documentation for the Licensed Program and any other materials provided by SOCIONEXT to LICENSEE pursuant to this Agreement.

1.4 "**SOCIONEXT's Product**" means the SOCIONEXT's hardware products including ICs and boards.

1.5 "**Licensed Program**" means the programs and files in object or source code form provided by SOCIONEXT to LICENSEE pursuant to this Agreement.

2.   GRANT OF LICENSE

2.1.   SOCIONEXT grants to LICENSEE a non-exclusive, non-transferable, personal and worldwide license to use Licensed Program for embedding it in SOCIONEXT's Product and use SOCIONEXT's Product

embedding Licensed Program.

2.2. LICENSEE shall not:

(i) use, copy, reproduce, modify or distribute the Deliverables except as expressly permitted in this Agreement;

(ii) incorporate and/or embed the Licensed Program into any products other than SOCIONEXT's Product;

(iii) reverse assemble, reverse compile, or otherwise translate or reverse engineer Licensed Program except as expressly permitted by any law without the possibility of contractual waiver;

(iv) use any of Licensed Program's components, files, modules, or related licensed materials separately from such Licensed Program;

(v) modify or distribute Documentation to any third party; and

(vi) rent, lease, sell, sublicense, assign, export or otherwise dispose of Deliverables, except as expressly provided herein.

2.3. LICENSEE shall not remove any original copyright notice.

3. DISCLAIMER

3.1. SOCIONEXT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, SOCIONEXT DOES NOT WARRANT THAT THE DELIVERABLES DOES NOT INFRINGE THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENTS, UTILITY MODELS, DESIGNS, TRADEMARKS, TRADE SECRETS, COPYRIGHTS, AND MASK WORK RIGHTS.

3.2. SOCIONEXT SHALL NOT BE OBLIGATED TO MAKE ANY BUG-FIXES, UPDATES, OR MODIFICATIONS OR TO PROVIDE SUPPORT WITH RESPECT TO THE DELIVERABLES HEREUNDER, UNLESS EXPRESSLY AGREED TO IN WRITING BY SOCIONEXT.

3.3. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed as obligating SOCIONEXT to grant licenses for the Deliverables to LICENSEE.

4. LIMITATION OF LIABILITY

4.1 IN NO EVENT WILL SOCIONEXT BE LIABLE TO LICENSEE OR ANY OTHER THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR

DAMAGE OF ANY KIND OR CHARACTER, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFITS, LOST DATA OR USE, DAMAGE TO EQUIPMENT, DOWNTIME COSTS AND CLAIMS BY ANY THIRD PARTY, REGARDLESS OF WHETHER SOCIONEXT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY FOR AN ESSENTIAL PURPOSE.

4.2 IN NO EVENT WILL THE LIABILITY OF SOCIONEXT WITH RESPECT TO ITS AGGREGATE OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE TO SOCIONEXT UNDER THIS AGREEMENT.

5. CONFIDENTIALITY

5.1 LICENSEE shall keep and cause to be kept Confidential Information in confidence from any third party or person, except from the LICENSEE's officers and employees who belong the division which downloading Deliverables and have a need-to-know. LICENSEE shall protect Confidential Information by using the same degree of care that it uses to protect its own confidential information of a similar nature, but not less than a reasonable degree of care.

5.2 In the event that LICENSEE is requested or required pursuant to any governmental rule, regulation, or form or thorough requests for information or documents by any governmental authority in connection with legal proceedings, civil investigations, or other similar legal processes to disclose any Confidential Information of the other party, LICENSEE shall provide SOCIONEXT with prompt written notice of such request or requirement so that SOCIONEXT may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order, other remedy or the receipt of a waiver by SOCIONEXT, LICENSEE being requested or required to disclose any Confidential Information is nonetheless legally compelled to disclose such Confidential Information, it may, without liability hereunder, disclose only that portion of the Confidential Information which it is legally compelled to disclose.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All rights, titles and interests, including, without limitation, copyrights and trade secrets in the Deliverables is retained by SOCIONEXT, its subsidiaries, its licensors and/or suppliers.

6.2 Nothing contained in this Agreement shall be construed as transferring any right or interest in the

Deliverables to LICENSEE except as expressly set forth herein.

7.   TERMINATION

7.1   SOCIONEXT may terminate this Agreement anytime at its discretion by giving written notice to LICENSEE.

7.2   LICENSEE shall, upon the termination of this Agreement and at the sole option of SOCIONEXT, return and/or certify the destruction of all Deliverables and Confidential Information and their copies in LICENSEE's possession.

7.3   The provisions of Sections 1, 3, 4, 5, 6, 7.3, 8, 9, 10, 12, 16, 17, 18, 19 and 20 shall survive after the termination of this Agreement.

8.   GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan, without regard to its conflicts of laws rules. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) AND UNIFORM COMPUTER INFORMATION TRANSACTION ACT (UCITA) SHALL NOT APPLY TO THIS AGREEMENT.

9.   ARBITRATION

Notwithstanding Sections 3 and 4, should any dispute, controversy, or claim (collectively referred to as "**Dispute**") arise out of or relating to this Agreement or the breach thereof, the parties shall use their best endeavors to amicably settle any such Dispute within thirty (30) days after a party receives notice of such Dispute from the other party ("**Complaining Party**").

Disputes that cannot be settled by the parties within thirty (30) days after a party receives notice of the Dispute from the Complaining Party shall be finally settled by arbitration in Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce. The chairman arbitrator must be knowledgeable in the semiconductor industry, semiconductor design, manufacturing, and intellectual property. The arbitration shall be conducted in English, with Japanese translation used at the request of either party. Any and all awards are final and binding upon the parties and shall be in English. Without denying any right a party may otherwise have to

enforcement of an arbitration award, any arbitration award may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance and enforcement of such award, as the law of such jurisdiction may require or allow.

10.   INJUNCTIVE RELIEF

LICENSEE acknowledges that a breach of any provision hereof may result in material irreparable injury to SOCIONEXT for which there is no adequate remedy at law, and that it will not be possible to measure the damages for such injuries precisely.   In addition to the remedies that SOCIONEXT may seek from an arbitration tribunal, SOCIONEXT shall have the right to obtain, from a court of competent jurisdiction at any time, any and all forms of equitable relief to prevent misuse of the Deliverables by LICENSEE, including but not limited to injunctive relief and specific performance. The seeking of and/or the obtaining of such equitable relief will not be deemed to be incompatible with the agreement to arbitrate.

11.   RELATIONSHIP

The relationship between the parties will be that of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal or agent relationship, or other joint relationship, and neither party will have the rights, power or authority to create any obligation, express or implied, on behalf of the other.

12.   SEVERABILITY

If for any reason any provision of this Agreement is found to be invalid or unenforceable by a tribunal of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

13.   ASSIGNMENT

LICENSEE shall not assign this Agreement, in whole or in part, without the SOCIONEXT's prior written consent. Any purported or attempted assignment of this Agreement without SOCIONEXT's prior written consent shall be deemed a material breach of this Agreement and shall be null and void.   If this Agreement is assigned to any party with SOCIONEXT's prior written consent, such successors and assigns shall be bound by this Agreement.

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14.   NO WAIVER

The failure by SOCIONEXT to enforce any provisions of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof. No waiver of any terms or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such terms or conditions or as a waiver of any other terms or conditions of this Agreement.

15.   HEADINGS

The headings used in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

16.   COMPLIANCE WITH LAWS

LICENSEE shall observe all applicable laws and regulations (including any export control laws and regulations) of Japan, the United States, and any other related country having competent jurisdiction.

17.   SAFETY CRITICAL USE

LICENSEE acknowledges and agrees that the Deliverables and/or Confidential Information is designed, developed, and manufactured for general use, including without limitation, general office use, personal use, household use, and ordinary industrial use, but the Deliverables is not designed, developed, or manufactured for use accompanying fatal risks or dangers that could lead directly to death, personal injury, severe physical damage, or other loss ("**Safety Critical Use**"). Safety Critical Use, including, without limitation to use in nuclear facility, aircraft flight control, air traffic control, mass transport control, medical life support system, and any military application. LICENSEE shall not use the Deliverables for Safety Critical Use.

In addition to the above, SOCIONEXT shall not be liable to LICENSEE and/or any third party for any claims or damages arising in connection with Safety Critical Use of the Deliverables and/or Confidential Information.

18.   EXPORT CONTROL

LICENSEE agrees that it will not export or re-export Deliverables and/or Confidential Information in violation of

applicable laws or government regulations.

19. NOTICE TO U.S. GOVERNMENT END USERS

Deliverables and/or Confidential Information are "Commercial Items" as defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" or "Commercial Computer Software Documentation" as defined in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202 as applicable. All U.S. Government End Users shall acquire the Deliverables with only those rights set forth in this Agreement in accordance with above 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4. Socionext Inc. 2-10-23 Shinyokohama, Kohoku-ku, Yokohama, Kanagawa 222-0033, Japan.

20. FORCE MAJEURE

SOCIONEXT shall not be liable to LICENSEE for any failure or delay in the performance of any of its obligations under this Agreement if and to the extent that such failure or delay is caused directly or indirectly by fires, earthquakes, floods, tsunami, storms, epidemics, wars, civil commotions, strikes, acts of government or its agencies, acts of God or any other acts beyond the control of SOCIONEXT.

-End of the SOFTWARE LICENSE AGREEMENT-