



EVALUATION BOARD LICENSE AGREEMENT

BY USING THIS EVALUATION PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. DO NOT USE THIS EVALUATION PRODUCT UNTIL YOU HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, CONTACT THE VENDOR WITHIN TEN (10) DAYS OF RECEIPT FOR INSTRUCTIONS ON RETURN OF THE UNUSED EVALUATION PRODUCT FOR A REFUND OF THE PURCHASE PRICE PAID, IF ANY.

LICENSE. National Semiconductor Corporation ("National") grants you the right to use the enclosed preproduction evaluation, demonstration, development, verification, or reference design board and/or kit, including any incorporated and/or accompanying software, components and documentation (collectively, the "Evaluation Product") solely for your evaluation, design and testing purposes. Certain software included with the Evaluation Product may be covered under a separate accompanying end user license agreement, in which case the terms and conditions of such end user license agreement shall apply to that software.

PRE-PRODUCTION STATUS. The Evaluation Product is a pre-production product and has not been authorized under the rules of the United States Federal Communications Commission or the rules, regulations or laws of any country applicable to production systems or finished products for distribution to third parties. The Evaluation Product is not authorized for use in production systems, and may not be offered for sale or lease, or sold, leased or otherwise distributed. If the Evaluation Product is incorporated in a demonstration system, the demonstration system may be used by you solely for your evaluation, design and testing purposes. Such demonstration system may not be offered for sale or lease or sold, leased or otherwise distributed and must be accompanied by a conspicuous notice as follows: "This device is not, and may not be, offered for sale or lease, or sold or leased or otherwise distributed".

OWNERSHIP AND COPYRIGHT. Title to the software, related documentation and all copies thereof remain with National and/or its licensors. You may not remove the copyright notices from the Evaluation Product. You may make one (1) copy of the software for back-up or archival purposes provided that you reproduce and apply to such copy any copyright or other proprietary rights notices included on or embedded in the software. You agree to prevent any unauthorized copying of the software and related documentation.

RESTRICTIONS. You may not sell or otherwise distribute the Evaluation Product for commercial purposes, in whole or in part, or use the Evaluation Product in production systems. Except as provided in this Agreement or in the Evaluation Product's documentation, you may not reproduce the software or related documentation, or reverse engineer, de-compile or disassemble the software, in whole or in part. You agree that neither the Evaluation Product nor any other technical data received from National, nor the direct product thereof, will be directly or indirectly exported, re-exported or released to any destination or country for which the United States government or any agency thereof or other applicable non-U.S. governments or agencies, at the time of export, require an export license or other governmental approval, without first obtaining such license or approval.

NO WARRANTY. THE EVALUATION PRODUCT IS PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. NATIONAL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NATIONAL AND ITS LICENSORS DO NOT WARRANT THAT THE EVALUATION PRODUCT IS COMPLIANT WITH EUROPEAN UNION DIRECTIVES ON THE RESTRICTION OF THE USE OF CERTAIN HAZARDOUS SUBSTANCES IN ELECTRICAL AND ELECTRONIC EQUIPMENT (ROHS) OR WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE), THAT THE EVALUATION PRODUCT IS PRODUCTION-WORTHY, THAT THE FUNCTIONS CONTAINED IN THE EVALUATION PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE EVALUATION PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE EVALUATION PRODUCT



EVALUATION BOARD LICENSE AGREEMENT

WILL BE SUITABLE FOR YOUR INTENDED USE OR APPLICATION OR WILL ACHIEVE YOUR INTENDED RESULTS. PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS THAT HAVE BEEN EVALUATED, DESIGNED OR TESTED USING THE EVALUATION PRODUCT, YOU AGREE TO THOROUGHLY TEST AND VALIDATE YOUR DESIGN IMPLEMENTATION TO CONFIRM THE SYSTEM FUNCTIONALITY FOR YOUR APPLICATION. NATIONAL HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY FOR THE EVALUATION PRODUCT, AND ANY TECHNICAL, APPLICATIONS OR DESIGN INFORMATION OR ADVICE, QUALITY CHARACTERIZATION, RELIABILITY DATA OR OTHER SERVICES PROVIDED BY NATIONAL SHALL NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY NATIONAL OR ALTER THIS DISCLAIMER OF WARRANTY, AND NO ADDITIONAL OBLIGATIONS OR LIABILITIES SHALL ARISE FROM NATIONAL'S PROVIDING SUCH INFORMATION OR SERVICES. NATIONAL DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS EVALUATION PRODUCTS.

LIMITATIONS OF LIABILITY. NATIONAL OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, THE COSTS OF LABOR, REQUALIFICATION, DELAY, LOSS OF PROFITS OR GOODWILL, WHETHER ARISING OUT OF NATIONAL'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE EVALUATION PRODUCT, EVEN IF NATIONAL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NATIONAL'S AGGREGATE LIABILITY FROM ANY OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF ANY EVALUATION PRODUCT PROVIDED HEREUNDER, UNDER ANY THEORY OF LIABILITY INCLUDING BUT NOT LIMITED TO CONTRACT, TORT OR PROMISSORY FRAUD LIABILITY, EXCEED THE PURCHASE PRICE PAID FOR THE EVALUATION PRODUCT, IF ANY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES INCURRED BY YOU RESULTING DIRECTLY FROM NATIONAL'S WILLFUL AND WANTON CONDUCT. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, THE LIMITATIONS IN THIS PARAGRAPH SHALL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED UNDER THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TERMINATION. National may terminate this license at any time if you are in breach of any of its terms and conditions. Upon termination, you will immediately destroy or return all copies of the software and documentation to National.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Evaluation Product was developed at private expense, and the software included with the Evaluation Product is provided with RESTRICTED RIGHTS. If the Evaluation Product is acquired by or on behalf of the agencies or units of the Department of Defense (DoD) or civilian agencies of the U.S. Government, then pursuant to DoD FAR Supplemental Section 227.7202 and its successors (48 C.F.R. 227.7202) and to FAR Section 12.212 and its successors (47 C.F.R. 12.212), respectively, the Government's right to use, reproduce or disclose the software is subject to the restrictions of this Agreement.

GOVERNING LAW. This Agreement shall be governed by the laws of Delaware, excluding its principles of conflict of laws and the United Nations Convention on Contracts for the Sale of Goods.

NO WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

SEVERABILITY. If any term of this Agreement becomes or is declared to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such condition shall not affect the validity or enforceability of any of the remaining terms which remain in full force and effect.