

Evaluation, Development and Demonstration Software License Agreement

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- 12. PRC Provisions.** If you are located in the People's 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

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