

Morningstar<sup>®</sup> Document Research<sup>SM</sup>

## **FORM 10-K**

**CEVA INC - CEVA**

**Filed: March 11, 2016 (period: December 31, 2015)**

Annual report with a comprehensive overview of the company

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 000-49842

**CEVA, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)  
1174 Castro Street, Suite 210, Mountain View, California  
(Address of principal executive offices)

77-0556376  
(I.R.S. Employer  
Identification No.)  
94040  
(Zip Code)

(650) 417-7900

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	NASDAQ GLOBAL MARKET

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2015, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$243,186,000 based on the closing sale price as reported on the National Association of Securities Dealers Automated Quotation System National Market System on June 30, 2015. Shares of common stock held by each officer, director, and holder of 5% or more of the outstanding common stock of the Registrant have been excluded from this calculation in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding at March 3, 2016</u>
Common Stock, \$0.001 par value per share	20,509,464 shares

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for its Annual Meeting of Stockholders to be held on May 16, 2016 (the "2016 Proxy Statement") are incorporated by reference into Item 5 of Part II and Items 10, 11, 12, 13, and 14 of Part III.

---

[Table of Contents](#)

TABLE OF CONTENTS

	<u>Page</u>
<b>PART I</b>	
Item 1. <a href="#">Business</a>	4
Item 1A. <a href="#">Risk Factors</a>	13
Item 1B. <a href="#">Unresolved Staff Comments</a>	24
Item 2. <a href="#">Properties</a>	24
Item 3. <a href="#">Legal Proceedings</a>	24
Item 4. <a href="#">Mine Safety Disclosures</a>	24
<b>PART II</b>	
Item 5. <a href="#">Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a>	26
Item 6. <a href="#">Selected Financial Data</a>	28
Item 7. <a href="#">Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	30
Item 7A. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	47
Item 8. <a href="#">Financial Statements and Supplementary Data</a>	48
Item 9. <a href="#">Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</a>	48
Item 9A. <a href="#">Controls and Procedures</a>	48
Item 9B. <a href="#">Other Information</a>	49
<b>PART III</b>	
Item 10. <a href="#">Directors, Executive Officers and Corporate Governance</a>	50
Item 11. <a href="#">Executive Compensation</a>	50
Item 12. <a href="#">Security Ownership of Certain Beneficial Owners and Management and Related Stock Holder Matters</a>	50
Item 13. <a href="#">Certain Relationships and Related Transactions, and Director Independence</a>	50
Item 14. <a href="#">Principal Accountant Fees and Services</a>	50
<b>PART IV</b>	
Item 15. <a href="#">Exhibits and Financial Statement Schedules</a>	51
<a href="#">Financial Statements</a>	F-1
<a href="#">Signatures</a>	

## FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This Annual Report contains forward-looking statements that involve risks and uncertainties, as well as assumptions that if they materialize or prove incorrect, could cause the results of CEVA to differ materially from those expressed or implied by such forward-looking statements and assumptions. All statements other than statements of historical fact are statements that could be deemed forward-looking statements. Forward-looking statements are generally written in the future tense and/or are preceded by words such as “will,” “may,” “should,” “could,” “expect,” “suggest,” “believe,” “anticipate,” “intend,” “plan,” or other similar words. Forward-looking statements include the following:

- Our belief that the adoption of our signal processing IP cores and software for smart, connected devices continues to progress;
- Our belief that our licensing expansion strategy will result in future royalty growth and a more diversified royalty base;
- Our belief that we will benefit from the handset market transitioning from feature phones to smartphones because we derive higher royalties on average from smartphones, especially LTE based, than feature phones;
- Our belief that there is a growing demand for high performance and low power signal processing IPs incorporating all the necessary hardware and software for target applications and that we are well positioned to take full advantage;
- Our belief that companies increasingly seek to license signal processing IPs from third parties rather than develop them in-house;
- Our belief that our intelligent audio processing IP required for IoT applications offers an additional growth segment for the company;
- Our belief that our vision processing IP offers another growth segment for the company, and that specifically ABI Research predicts that cameras equipped with vision processing are expected to exceed 2.7 billion units by 2018;
- Our belief that the addressable market size for products incorporating our Bluetooth IP is expected to be 35 billion devices by 2020;
- Our belief that unit shipments for non-handset baseband applications will reach 700 to 900 million units annually by 2018;
- Our belief that our licensing pipeline continues to be healthy across our product lines;
- Our anticipation that our cash and cash equivalents, short-term bank deposits and marketable securities, along with cash from operations, will provide sufficient capital to fund our operations for at least the next 12 months; and
- Our belief that changes in interest rates within our investment portfolio will not have a material effect on our financial position on an annual or quarterly basis.

Forward-looking statements are not guarantees of future performance and involve risks and uncertainties. The forward-looking statements contained in this report are based on information that is currently available to us and expectations and assumptions that we deem reasonable at the time the statements were made. We do not undertake any obligation to update any forward-looking statements in this report or in any of our other communications, except as required by law. All such forward-looking statements should be read as of the time the statements were made and with the recognition that these forward-looking statements may not be complete or accurate at a later date.

Many factors may cause actual results to differ materially from those expressed or implied by the forward-looking statements contained in this report. These factors include, but are not limited to, those risks set forth in Item 1A: Risk Factors.

---

[Table of Contents](#)

This report contains market data prepared by third party research firms. Actual market results may differ from their projections. This report includes trademarks and registered trademarks of CEVA. Products or service names of other companies mentioned in this Annual Report on Form 10-K may be trademarks or registered trademarks of their respective owners.

## PART I

### ITEM 1. BUSINESS

#### Company Overview

Headquartered in Mountain View, California, CEVA is the leading licensor of signal processing IP for a smarter, connected world. We partner with semiconductor companies and OEMs worldwide to create power-efficient, intelligent and connected devices for a range of end markets, including mobile, consumer, automotive, industrial and IoT. Our ultra-low-power IPs for vision, audio, communications and connectivity include comprehensive DSP-based platforms for LTE/LTE-A/5G baseband processing in handsets, infrastructure and machine-to-machine devices, computer vision and computational photography for any camera-enabled devices, as well as audio/voice/speech and ultra-low power always-on/sensing applications for multiple IoT markets. For connectivity, we offer the industry's most widely adopted IPs for Bluetooth (Smart and Smart Ready), Wi-Fi (802.11 b/g/n/ac up to 4x4) and serial storage (SATA and SAS).

Our technologies are licensed to leading semiconductor and OEM companies throughout the world. These companies incorporate our IP into application-specific integrated circuits ("ASICs") and application-specific standard products ("ASSPs") that they manufacture, market and sell into wireless, consumer, automotive, automotive and IoT companies. Our state-of-the-art technology has shipped in more than 7 billion chips to date for a wide range of diverse end markets. One in three handsets sold worldwide is powered by CEVA.

Our revenue mix comprises primarily of IP licensing fees and related revenues, and royalties generated from the shipments of products deploying our IP. Related revenues include revenues from post contract support, training and sale of development systems.

We have built a strong network of licensing customers who rely on our technologies to deploy their silicon solutions. Our comprehensive customer base includes many of the world's leading semiconductors and OEMs. Actions, Atmel, Beken, Broadcom, Celeno, Dialog Semiconductor, DSP Group, FujiFilm, Fujitsu, Intel, Leadcore, LG Electronics, Mediatek, MegaChips, Novatek, NXP, Panasonic, Renesas, Rockchip, Rohm, Samsung, Sharp, Sigma, Silver Spring Networks, Sony, Spreadtrum, STMicroelectronics, Toshiba, VIA Technologies, Yamaha and ZTE all leverage CEVA's industry-leading signal processing IP.

CEVA was created through the combination of the DSP IP licensing division of DSP Group, Inc. and Parthus Technologies plc ("Parthus") in November 2002. On July 4, 2014, we acquired 100% of RivieraWaves SAS, a privately-held, French company and a provider of wireless connectivity intellectual property for Wi-Fi and Bluetooth technologies.

We have over 250 employees worldwide, with research and development facilities in Israel, France, Ireland and the United Kingdom, and sales and support offices throughout Asia Pacific (APAC), Japan, Sweden, France, Israel and the United States.

CEVA is traded on the NASDAQ Global Market under the symbol "CEVA".

#### Industry Background

##### *DSP Cores*

Digital signal processing is a key technology that is powering many of today's fastest growing electronics markets. Digital signal processors (DSPs) are specialized high-speed processors that are optimized for performing repetitive arithmetic calculations on an array of data. DSPs provide the foundation supporting a vast majority of today's electronic products that are smart and connected and offer multimedia and wireless communications capabilities (e.g. video, audio, imaging, vision and cellular).

---

## [Table of Contents](#)

### *Connectivity IPs*

Wi-Fi and Bluetooth have become key connectivity technologies to form the basis for the Internet of Things (“IoT”), providing the connection between the billions of devices and the networks that they communicate with.

### *Design Gap*

The demand for smarter, better connected mobile, consumer, automotive, industrial and IoT devices continues to grow. These devices require more connectivity, greater feature sets and a richer user experience. Semiconductor manufacturers face ever growing pressures to make smaller, feature-rich integrated circuits that are more reliable, less expensive and have greater performance. These two trends are occurring concurrently in the face of decreasing product lifecycles and constrained battery power. The advent of wireless and connectivity technologies like LTE-Advanced, Wi-Fi 802.11ac and Bluetooth Smart and multimedia technologies such as advanced image enhancement, computer vision, and voice and audio pre- and post-processing have further increased these pressures. While semiconductor manufacturing processes have advanced significantly to allow a substantial increase in the number of circuits placed on a single chip, resources for design capabilities have not kept pace with the advances in manufacturing processes, resulting in a growing “design gap” between the increasing manufacturing potential and the constrained design capabilities.

### **CEVA Business**

CEVA addresses the requirements of the mobile, consumer, automotive, industrial and IoT markets by designing and licensing a broad range of robust, application-specific signal processing platforms which enable the rapid design of solutions for developing a wide variety of applications, including communications & connectivity, audio & voice, imaging & vision and storage.

Given the “design gap,” as well as the increasing complexity and the unique skill set required to develop a system-on-chip, many semiconductor design and manufacturing companies increasingly choose to license proven intellectual property, such as processor cores (e.g. DSP, CPU and GPU), connectivity products, memory and application-specific platforms, from silicon intellectual property (SIP) companies like CEVA rather than develop those technologies in-house. In addition, with more complex designs and shorter time to market, it is no longer cost efficient and becoming progressively more difficult for most semiconductor companies to develop the signal processing platform, incorporating the DSP, subsystem and software, for their target application. For connectivity, with ever-evolving standards and a huge variety of uses, most semiconductor companies cannot develop and maintain this technology in-house. As a result, companies increasingly seek to license these IPs from CEVA or a third-party community of developers, such as CEVAnet, CEVA’s third-party network.

### **Our IP Business Model**

Our objective is for our CEVA signal processing IPs to become the de facto technologies across the mobile, consumer, automotive, industrial and IoT markets. To enable this goal, we license our technologies on a worldwide basis to semiconductor and OEM companies that design and manufacture products that combine CEVA-based solutions with their own differentiating technology. We believe our business model offers us some key advantages. By not focusing on manufacturing or selling silicon products, we are free to widely license our technology and free to focus most of our resources on research and development. By choosing to license our IP, manufacturers can achieve the advantage of creating their own differentiated solutions and develop their own unique product roadmaps. Through our licensing efforts, we have established a worldwide community developing CEVA-based solutions, and therefore we can leverage their strengths, customer relationships, proprietary technology advantages, and existing sales and marketing infrastructure. As an example, our CEVA-XCnet partner program focuses on various technology and solution providers with complimentary offerings for our CEVA-XC communication processor addressing wireless, infrastructure, smart grid and connectivity markets. In addition, as our intellectual property is widely licensed and deployed, system OEM companies can

---

## [Table of Contents](#)

obtain CEVA-based chipsets from a wide range of suppliers, thus reducing dependence on any one supplier and fostering price competition, both of which help to contain the cost of CEVA-based products.

We operate a licensing and royalty business model. We typically charge a license fee for access to our technology and a royalty fee for each unit of silicon which incorporates our technology. License fees are invoiced in accordance with agreed-upon contractual terms. Royalties are reported and invoiced one quarter in arrears and generally are based on a fixed unit rate or a percentage of the sale price for the CEVA-based silicon product.

### **Strategy**

We believe there is a growing demand for high performance and low power signal processing IPs incorporating all the necessary hardware and software for target applications. Our IP portfolio is strategically aligned to allow us to exploit the most lucrative “design gaps” in the growing demand for smarter, connected devices. As CEVA offers expertise developing complete solutions in a number of key growth markets, including cellular baseband, wireless infrastructure, computational photography, computer vision, automotive safety, audio and voice applications, Wi-Fi, Bluetooth and storage, we believe we are well positioned to take full advantage of this growing demand. To capitalize on this industry shift, we intend to:

- continue to develop and enhance our range of DSP cores with additional features, performance and capabilities;
- continue to develop and invest in our connectivity IPs, providing the newest standards and the most complete offerings to address our customers’ needs;
- continue to develop and enhance our range of complete and highly integrated platform solutions to deliver to our licensing partners a complete and verified system solution;
- continue to develop an ecosystem of third party partners developing software and solutions based on our technologies;
- continue to invest in strategic technologies that enable us to strengthen our presence in existing market or enter new addressable markets;
- capitalize on our relationships and leadership within our worldwide community of semiconductor and OEM licensees who are developing CEVA-based solutions;
- capitalize on our technology leadership in the development of advanced DSP technologies and connectivity IPs to create and develop new, strategic relationships with OEMs and semiconductor companies to replace their internal DSPs or incumbent DSP suppliers with CEVA-based solutions; and
- capitalize on our IP licensing and royalty business model which we believe is the best vehicle for a pervasive adoption of our technology and allows us to focus our resources on research and development of new licensable technologies and applications.

### **Products**

We are the leading licensor of signal processing IP for semiconductors and OEMs serving the mobile, consumer, automotive, industrial and IoT markets. Our ultra-low-power IPs for vision, audio, communications and connectivity include comprehensive DSP-based platforms for LTE/LTE-A/5G baseband processing in handsets, infrastructure and machine-to-machine devices, computer vision and computational photography for any camera-enabled device, audio/voice/speech and ultra-low power always-on/sensing applications for multiple IoT markets. For connectivity, we offer the industry’s most widely adopted IPs for Bluetooth (Smart and Smart Ready), Wi-Fi (802.11 b/g/n/ac up to 4x4) and serial storage (SATA and SAS).

#### *CEVA DSP Cores and Platforms*

We market a family of synthesizable, programmable DSP cores, each delivering a different balance of performance, power dissipation and cost, thereby allowing customers to select a DSP core ideally suited for their target application. The ability to match processing power to the application is a crucial consideration when



---

## [Table of Contents](#)

designers select a DSP supplier. Our DSP cores are families of architectures, each largely software compatible, meaning that software from one core within the same architecture can be applied to another core, which significantly reduces investment in code development, tools and design engineer training.

We deliver our DSP cores in the form of a hardware description language definition (known as a soft core or a synthesizable core). All CEVA DSP cores can be manufactured on any process using any physical library, and all are accompanied by a complete set of tools and an integrated development environment. An extensive third-party network supports CEVA DSP cores with a wide range of complementing software and platforms. In addition, we provide development platforms, software development kits and software debug tools, which facilitate system design, debug and software development.

In order to reduce the cost, complexity, and risk in bringing products to market, CEVA has developed a suite of system platforms and solutions. These platforms and solutions combine the hardware and software elements that are essential for designers deploying CEVA's state-of-the-art DSP and IP cores. Platforms typically integrate a CEVA DSP core, hardware subsystem and application-specific (e.g. LTE, computer vision or audio) software. Our family of DSP-based platforms are targeted for baseband processing within cellular handsets, Machine to Machine (M2M) type devices and base stations, wired communications, imaging & computer vision, and audio, voice & sensing.

### *CEVA Connectivity IPs*

Wi-Fi and Bluetooth Smart and Smart Ready are key technologies for any company looking to address the Internet-of-Things. Moreover, many companies wish to integrate these connectivity technologies into SoC designs rather than provide connectivity through an additional chip in the system. Through our acquisition of RivieraWaves, a leading licensor of Wi-Fi and Bluetooth connectivity IP, we are able to expand further into the Wi-Fi and Bluetooth smart connectivity markets. The advent of the Internet-of-Things has resulted in significant demand for connectivity IPs that solves a crucial void in many companies' strategies to address this burgeoning market. Wi-Fi and Bluetooth standards are constantly evolving, and the many different end applications where these technologies are being deployed require further customization. By licensing rather than developing these technologies in house, companies can now get access to the latest standards and profiles from CEVA, without undertaking the expensive R&D required to develop these technologies internally. We also offer platform solutions for serial storage technology, addressing both consumer and enterprise uses (SATA and SAS).

### **Customers**

We have licensed our DSP cores, platforms and connectivity IPs platforms to leading semiconductor and OEM companies throughout the world. These companies incorporate our IP into application-specific chipsets or custom-designed chipsets that they manufacture, market and sell to consumer electronics companies. We also license our technologies to OEMs directly. Included among our licensees are the following customers: Actions, Atmel, Beken, Broadcom, Celeno, Dialog Semiconductor, DSP Group, FujiFilm, Fujitsu, Intel, Leadcore, LG Electronics, Mediatek, MegaChips, Novatek, NXP, Panasonic, Renesas, Rockchip, Rohm, Samsung, Sharp, Sigma, Silver Spring Networks, Sony, Spreadtrum, STMicroelectronics, Toshiba, VIA Technologies, Yamaha and ZTE.

We derive a significant amount of revenues from a limited number of customers. Sales to Spreadtrum represented 31%, 25% and 28% of our total revenues for 2015, 2014 and 2013, respectively. With respect to our royalty revenues, two royalty paying customers each represented 10% or more of our total royalty revenues for 2015, and collectively represented 72% of our total royalty revenues for 2015; three royalty paying customers each represented 10% or more of our total royalty revenues for 2014, and collectively represented 79% of our total royalty revenues for 2014; and four royalty paying customers each represented 10% or more of our total royalty revenues for 2013 and collectively represented 81% of our total royalty revenues for 2013. In 2015, we signed 47 new licensing deals, of which 21 were with first time new customers and 43 were for non-handset baseband applications.

---

## [Table of Contents](#)

### **International Sales and Operations**

Customers based in EME (Europe and Middle East) and APAC (Asia Pacific) accounted for 84% of our total revenues for 2015, 77% for 2014 and 88% for 2013. Customers in each of China and South Korea accounted for greater than 10% of our total revenues for 2015. Customers in China accounted for greater than 10% of our total revenues for 2014. Customers in each of Germany and China accounted for greater than 10% of our total revenues for 2013. Information on the geographic breakdown of our revenues and location of our long-lived assets is contained in Note 11 to our consolidated financial statements, which appear elsewhere in this annual report.

Moreover, the majority of our expenses, mainly employee salaries, are paid in currencies other than the U.S. dollar, principally the Israeli currency, New Israeli Shekel (NIS), and the Euro, which subjects us to the risks of foreign currency fluctuations and economic pressures in those regions. As a result, an increase in the value of the currencies other than the U.S. dollar in comparison to the U.S. dollar could increase the cost of our operating expenses. To protect against the increase in value of forecasted foreign currency cash flows resulting from salaries paid in currencies other than the U.S. dollar, during the year, we follow a foreign currency cash flow hedging program. We hedge portions of the anticipated payroll for our non-US employees denominated in currencies other than the U.S. dollar for a period of one to twelve months with forward and options contracts.

### **Sales and Marketing**

We license our technology through a direct sales force. As of December 31, 2015, we had 34 employees in sales and marketing. We have sales offices and representation in Asia Pacific (APAC) region, Sweden, Israel, France and the United States.

Maintaining close relationships with our customers and strengthening these relationships are central to our strategy. We typically launch each new DSP core and platform or connectivity products with a signed license agreement with a tier-one customer, which signifies to the market that we are focused on viable applications that meet broad industry needs. Staying close to our customers allows us to create a roadmap for the future development of existing cores and application platforms and connectivity products, and helps us to anticipate the next potential applications for the market. We seek to use our customer relationships to deliver new products in a faster time to market.

We use a variety of marketing initiatives to stimulate demand and brand awareness in our target markets. These marketing efforts include contacts with industry analysts, presenting at key industry trade shows and conferences, and posting information on our website and live technology-oriented webinars. Our marketing group runs competitive benchmark analyses to help us maintain our competitive position.

### **Technical Support**

We offer technical support services through our offices in Israel, Ireland, Asia Pacific (APAC) region, Sweden, France and the United States. As of December 31, 2015, we had 18 employees in technical support. Our technical support services include:

- assistance with implementation, responding to customer-specific inquiries, training and, when and if they become available, distributing updates and upgrades of our products;
- application support, consisting of providing general hardware and software design examples, ready-to-use software modules and guidelines to our licensees to assist them in using our technology; and
- design services, consisting of creating customer-specific implementations of our signal processing IPs and application platforms.

---

## [Table of Contents](#)

We believe that our technical support services are a means to assist our licensees to embed our cores and platforms in their designs and products. Our technology is highly complex, combining sophisticated signal processing IP core architectures, integrated circuit designs and development tools. Effective customer support in helping our customers to implement our solutions enables them to shorten the time to market for their applications. Our support organization is made up of experienced engineers and professional support personnel. We conduct technical training for our licensees and their customers, and meet with them from time to time to track the implementation of our technology.

### **Research and Development**

Our research and development team is focused on improving and enhancing our existing products, as well as developing new products to broaden our offerings and market opportunities. These efforts are largely driven by current and anticipated customer needs.

Our research and development team, consisting of 184 engineers as of December 31, 2015, work in six development centers located in Israel, France, Ireland and the United Kingdom. This team consists of engineers who possess significant experience in developing DSP cores, application platforms, connectivity products (Wi-Fi and Bluetooth) and serial storage technology (SATA and SAS). In addition, we engage third party contractors with specialized skills as required to support our research and development efforts. Our research and development expenses, net of related research grants, included the RivieraWaves-related expenses from July 2014, were approximately \$21 million, \$26 million and \$28 million for 2013, 2014 and 2015, respectively.

We encourage our research and development personnel to maintain active roles in various international organizations that develop and maintain standards in the electronics and related industries. This involvement allows us to influence the development of new standards; keeps us informed as to important new developments regarding standards; and allows us to demonstrate our expertise to existing and potential customers who also participate in these standards-setting bodies.

### **Competition**

The markets in which we operate are intensely competitive. They are subject to rapid change and are significantly affected by new product introductions. We compete with other suppliers of licensed signal processing IPs. We believe that the principal competitive elements in our field are signal processing IP performance, overall chip cost, power consumption, flexibility, reliability, communication and multimedia software and algorithms availability, design cycle time, tool chain, customer support, financial strength, name recognition and reputation. We believe that we compete effectively in each of these areas, but can offer no assurance that we will have the financial resources, technical expertise, and marketing or support capabilities to compete successfully in the future.

The markets in which we compete are dominated by large, highly competent semiconductor companies that have significant brand recognition, a large installed base and a large network of support and field application engineers. We face direct and indirect competition from:

- IP vendors that offer programmable or configurable DSP cores;
- IP vendors that offer vision processing units for computer vision applications;
- IP vendors that offers Bluetooth and Wi-Fi connectivity IPs;
- IP vendors that offer hardware-based DSP implementation as opposed to software-based DSP, which is our specialization; and
- internal design groups of large chip companies or OEMs that develop proprietary signal processing IP cores or engines for their own application-specific chipsets.

---

## [Table of Contents](#)

We face direct competition in the DSP and configurable core space mainly from Verisilicon and Cadence, which licenses DSP cores in addition to their respective semiconductor and EDA businesses. In the connectivity space, we face direct competition from Imagination Technologies which offers a combination of Wi-Fi/Bluetooth, ARM Holdings, Mindtree and STMicroelectronics (previously ST Ericsson) in standalone Bluetooth technology.

In recent years, we also have faced competition from companies that offer Central Processor Unit (CPU) intellectual property. These companies' products are used for host functions in various applications, such as in mobile and home entertainment products. These applications typically also incorporate a programmable DSP accelerator that is responsible for communication and video/audio/voice-related tasks. CPU companies, such as ARM Holdings, Cadence, Imagination Technologies and Synopsys have added DSP acceleration and make use of it to provide platform solutions in the areas of baseband, video, imaging, gesture and audio.

With respect to certain large potential customers, we also compete with internal engineering teams, which may design programmable signal processing IP core products in-house. Companies such as Mediatek, Qualcomm, Samsung, Huawei and STMicroelectronics license our designs for some applications and use their own proprietary cores for other applications. These companies also may choose to license their proprietary signal processing IP cores to third parties and, as a result, become direct competitors.

Aside from the in-house research and development groups, we do not compete with any individual company across the range of our market offerings. Within particular market segments, however, we do face competition to a greater or lesser extent from other industry participants. For example, in the following specific areas we compete with the companies indicated:

- in the digital photography & embedded vision market—Imagination Technologies, ARM Holdings, Synopsys, Cadence and Videantis, as well as GPU IP providers such as ARM Holdings, and Vivante;
- in the serial storage technology market—Semtech's Snowbush IP Group, Silicon Image and Synopsys; and
- in audio and voice applications market—ARM Holdings, Cadence, Synopsys and Verisilicon.

### **Proprietary Rights**

Our success and ability to compete are dependent on our ability to develop and maintain the proprietary aspects of our intellectual property and to operate without infringing the proprietary rights of others. We rely on a combination of patent, trademark, trade secret and copyright laws and contractual restrictions to protect the proprietary aspects of our technology. These legal protections afford only limited protection of our technology. We also seek to limit disclosure of our intellectual property and trade secrets by requiring employees and consultants with access to our proprietary information to execute confidentiality agreements with us and by restricting access to our source code and other intellectual property. Due to rapid technological change, we believe that factors such as the technological and creative skills of our personnel, new product developments and enhancements to existing products are more important than specific legal protections of our technology in establishing and maintaining a technology leadership position.

We have an active program to protect our proprietary technology through the filing of patents. Our patents relate to our signal processing IP cores and application-specific platform technologies. As of December 31, 2015, we hold 51 patents in the United States, two patents in Canada, 29 patents in the EME (Europe and Middle East) region and seven patents in Asia Pacific (APAC) region, totaling 89 patents, with expiration dates between 2017 and 2034. In addition, as of December 31, 2015, we have 12 patent applications pending in the United States, 6 pending patent applications in Canada, 14 pending patent applications in the EME region and 6 pending patent applications in the APAC region, totaling 38 pending patent applications.

---

## [Table of Contents](#)

We actively pursue foreign patent protection in countries where we feel it is prudent to do so. Our policy is to apply for patents or for other appropriate statutory protection when we develop valuable new or improved technology. The status of patents involves complex legal and factual questions, and the breadth of claims allowed is uncertain. Accordingly, there are no assurances that any patent application filed by us will result in a patent being issued, or that our issued patents, and any patents that may be issued in the future, will afford us adequate protection against competitors with similar technology; nor can we be assured that patents issued to us will not be infringed or that others will not design around our technology. In addition, the laws of certain countries in which our products are or may be developed, manufactured or sold may not protect our products and intellectual property rights to the same extent as the laws of the United States. We can provide no assurance that our pending patent applications or any future applications will be approved or will not be challenged by third parties, that any issued patents will effectively protect our technology, or that patents held by third parties will not have an adverse effect on our ability to do business.

The semiconductor industry is characterized by frequent litigation regarding patent and other intellectual property rights. Questions of infringement in the semiconductor field involve highly technical and subjective analyses. In addition, patent infringement claims are increasingly being asserted by patent holding companies (so-called patent “trolls”), which do not use technology and whose sole business is to enforce patents against companies, such as us, for monetary gain. Because such patent holding companies do not provide services or use technology, the assertion of our own patents by way of counter-claim may be ineffective. Litigation may in the future be necessary to enforce our patents and other intellectual property rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others, or to defend against claims of infringement or invalidity. We cannot assure you that we would be able to prevail in any such litigation, or be able to devote the financial resources required to bring such litigation to a successful conclusion.

In any potential dispute involving our patents or other intellectual property, our licensees also could become the targets of litigation. We are generally bound to indemnify licensees under the terms of our license agreements. Although our indemnification obligations are generally subject to a maximum amount, these obligations could nevertheless result in substantial expenses. In addition to the time and expense required for us to indemnify our licensees, a licensee’s development, marketing and sale of products embodying our solutions could be severely disrupted or shut down as a result of litigation.

We also rely on trademark, copyright and trade secret laws to protect our intellectual property. We have registered trademark in the United States for our name CEVA and the related CEVA logo, and currently market our DSP cores and other technology offerings under this trademark.

## Employees

The table below presents the number of employees of CEVA as of December 31, 2015 by function and geographic location.

	<u>Number</u>
<b>Total employees</b>	<b>259</b>
<b>Function</b>	
Research and development	184
Sales and marketing	34
Administration	23
Technical support	18
<b>Location</b>	
Israel	159
France	41
Ireland	14
China	12
United States	12
United Kingdom	9
Elsewhere	12

---

## [Table of Contents](#)

Our employees are not represented by any collective bargaining agreements, and we have never experienced a work stoppage. We believe our employee relations are good.

A number of our employees are located in Israel. Certain provisions of Israeli law and the collective bargaining agreements between the Histadrut (General Federation of Labor in Israel) and the Coordination Bureau of Economic Organizations (the Israeli federation of employers' organizations) apply to our Israeli employees.

In 2004, we finalized and adopted a new Code of Business Conduct and Ethics regarding the standards of conduct of our directors, officers and employees. The code is reviewed and updated periodically by our Board of Directors and is available on our website at [www.ceva-dsp.com](http://www.ceva-dsp.com).

### **Corporate History**

Our company was incorporated in Delaware on November 22, 1999 under the name DSP Cores, Inc. We changed our name to ParthusCeva, Inc. in November 2002 and to CEVA, Inc. in December 2003.

### **Available Information**

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to reports pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available, free of charge, on our website at [www.ceva-dsp.com](http://www.ceva-dsp.com), as soon as reasonably practicable after such reports are electronically filed with the Securities and Exchange Commission and are also available on the SEC's website at [www.sec.gov](http://www.sec.gov).

Our website and the information contained therein or connected thereto are not intended to be incorporated into this Annual Report on Form 10-K.

**ITEM 1A. RISK FACTORS**

*We caution you that the following important factors, among others, could cause our actual future results to differ materially from those expressed in forward-looking statements made by or on behalf of us in filings with the Securities and Exchange Commission, press releases, communications with investors and oral statements. Any or all of our forward-looking statements in this annual report, and in any other public statements we make, may turn out to be wrong. They can be affected by inaccurate assumptions we might make or by known or unknown risks and uncertainties. Many factors mentioned in the discussion below will be important in determining future results. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. You are advised, however, to consult any further disclosures we make in our reports filed with the Securities and Exchange Commission.*

**The markets in which we operate are highly competitive, and as a result we could experience a loss of sales, lower prices and lower revenues.**

The markets for the products in which our technology is incorporated are highly competitive. Aggressive competition could result in substantial declines in the prices that we are able to charge for our intellectual property. Many of our competitors are striving to increase their share of the growing signal processing IP markets and are reducing their licensing and royalty fees to attract customers. The following industry players and factors may have a significant impact on our competitiveness:

- we compete directly in the DSP cores space with Verisilicon and Cadence;
- we compete with CPU IP or configurable CPU IP (offering DSP configured CPU and/or DSP acceleration to their IP) providers, such as ARM Holdings, Imagination Technologies, Synopsys and Cadence;
- we compete with internal engineering teams at companies such as Mediatek, Qualcomm, Samsung, Huawei and STMicroelectronics that may design programmable DSP core products in-house and therefore not license our technologies;
- we compete in the SATA and SAS IP markets with several vendors, such as Semtech's Snowbush IP Group, Silicon Image and Synopsys, that offer similar products, thereby leading to pricing pressures for both licensing and royalty revenues;
- we compete in the connectivity markets with Imagination Technologies, ARM Holdings, Mindtree and STMicroelectronics;
- we compete in the digital photography and embedded vision market with Cadence, Synopsys, Videantis, ARM Holdings (NEON technology) and GPU IP providers such as ARM Holdings, Imagination Technologies and Vivante; and
- we compete in the audio and voice applications market with ARM Holdings, Synopsys, Cadence and Verisilicon.

In addition, we may face increased competition from smaller, niche semiconductor design companies in the future. Some of our customers also may decide to satisfy their needs through in-house design. We compete on the basis of signal processing IP performance, overall chip cost, power consumption, flexibility, reliability, communication and multimedia software availability, design cycle time, tool chain, customer support, name recognition, reputation and financial strength. Our inability to compete effectively on these bases could have a material adverse effect on our business, results of operations and financial condition.

---

## [Table of Contents](#)

### **Our quarterly operating results fluctuate from quarter to quarter due to a variety of factors, including our lengthy sales cycle, and may not be a meaningful indicator of future performance.**

In some quarters our operating results could be below the expectations of securities analysts and investors, which could cause our stock price to fall. Factors that may affect our quarterly results of operations in the future include, among other things:

- the gain or loss of significant licensees, partly due to our dependence on a limited number of customers generating a significant amount of quarterly revenues;
- any delay in execution of any anticipated licensing arrangement during a particular quarter;
- delays in revenue recognition for some license agreements based on percentage of completion of customized work;
- the timing and volume of orders and production by our customers, as well as fluctuations in royalty revenues resulting from fluctuations in unit shipments by our licensees;
- royalty pricing pressures and reduction in royalty rates due to an increase in volume shipments by customers, end-product price erosion and competitive pressures;
- earnings or other financial announcements by our major customers that include shipment data or other information that implicates expectations for our future royalty revenues;
- the mix of revenues among licensing and related revenues, and royalty revenues;
- the timing of the introduction of new or enhanced technologies by us and our competitors, as well as the market acceptance of such technologies;
- the discontinuation, or public announcement thereof, of product lines or market sectors that incorporate our technology by our significant customers;
- our lengthy sales cycle and specifically in the third quarter of any fiscal year during which summer vacations slow down decision-making processes of our customers in executing contracts;
- delays in the commercialization of end products that incorporate our technology;
- currency fluctuations, mainly the Euro and the NIS versus the U.S. dollar;
- fluctuations in operating expenses and gross margins associated with the introduction of new or enhanced technologies and adjustments to operating expenses resulting from restructurings;
- the timing of Israeli R&D government grants from the Office of the Chief Scientist of Israel, EU grants and French research tax credits;
- the timing of our payment of royalties to the Office of the Chief Scientist of Israel, which is impacted by the timing and magnitude of license agreements and royalty revenues derived from technologies that were funded by grant programs of the Office of the Chief Scientist;
- statutory changes associated with research tax benefits applicable to French technology companies;
- our ability to scale our operations in response to changes in demand for our technologies;
- entry into new end markets that utilize our signal processing IPs, software and platforms;
- changes in our pricing policies and those of our competitors;
- restructuring, asset and goodwill impairment and related charges, as well as other accounting changes or adjustments; and
- general economic conditions, including the current economic conditions, and its effect on the semiconductor industry and sales of consumer products into which our technologies are incorporated.



---

## [Table of Contents](#)

Each of the above factors is difficult to forecast and could harm our business, financial condition and results of operations. Also, we license our technology to OEMs and semiconductor companies for incorporation into their end products for consumer markets, including handsets and consumer electronics products. The royalties we generate are reported by our customers and invoiced by us one quarter in arrears. As a result, our royalty revenues are affected by seasonal buying patterns of consumer products sold by our OEM customers that incorporate our technology and the market acceptance of such end products supplied by our OEM customers. The second quarter in any given year is usually a sequentially down quarter for us in relation to royalty revenues as this period represents lower post-Christmas first quarter consumer product shipments and little to no new introduction of handsets during the first quarter of the year. However, the magnitude of this second quarter decrease varies annually and has been impacted by global economic conditions, market share changes, exiting or refocusing of market sectors by our customers and the timing of introduction of new and existing handset devices powered by CEVA technology sold in any given quarter compared to the prior quarter.

Moreover, the semiconductor and consumer electronics industries remain volatile, which makes it extremely difficult for our customers and us to accurately forecast financial results and plan for future business activities. As a result, our past operating results should not be relied upon as an indication of future performance.

### **We rely significantly on revenues derived from a limited number of customers who contribute to our royalty and license revenues.**

We derive a significant amount of revenues from a limited number of customers. One customer, Spreadtrum, accounted for 31%, 25% and 28% of our total revenues for 2015, 2014 and 2013, respectively. With respect to our royalty revenues, two royalty paying customers each represented 10% or more of our total royalty revenues for 2015, and collectively represented 72% of our total royalty revenues for 2015; three royalty paying customers each represented 10% or more of our total royalty revenues for 2014, and collectively represented 79% of our total royalty revenues for 2014; and four royalty paying customers each represented 10% or more of our total royalty revenues for 2013, and collectively represented 81% of our total royalty revenues for 2013. We expect that a significant portion of our future revenues will continue to be generated by a limited number of customers. The loss of any significant royalty paying customer could adversely affect our near-term future operating results. Furthermore, consolidation among our customers may negatively affect our revenue source, increase our existing customers' negotiation leverage and make us further dependent on a limited number of customers. Moreover, the discontinuation of product lines or market sectors that incorporate our technology by our significant customers or a change in direction of their business and our inability to adapt our technology to their new business needs could have material negative implications for our future royalty revenues.

### **Our business is dependent on licensing revenues which may vary period to period.**

License agreements for our signal processing IP cores and platforms have not historically provided for substantial ongoing license payments so past licensing revenues may not be indicative of the amount of such revenues in any future period. We believe that there is a similar risk with the newly acquired RivieraWaves operations associated with Bluetooth and Wi-Fi connectivity technologies. Significant portions of our anticipated future revenues, therefore, will likely depend upon our success in attracting new customers or expanding our relationships with existing customers. However, revenues recognized from licensing arrangements vary significantly from period to period, depending on the number and size of deals closed during a quarter, and is difficult to predict. In addition, as we expand our business into the non-handset baseband markets, our licensing deals may be smaller but greater in volume which may further fluctuate our licensing revenues quarter to quarter. Our ability to succeed in our licensing efforts will depend on a variety of factors, including the performance, quality, breadth and depth of our current and future products, as well as our sales and marketing skills. In addition, some of our licensees may in the future decide to satisfy their needs through in-house design and production. Our failure to obtain future licensing customers would impede our future revenue growth and could materially harm our business.

**Royalty rates could decrease for existing and future license agreements which could materially adversely affect our operating results.**

Royalty payments to us under existing and future license agreements could be lower than currently anticipated for a variety of reasons. Average selling prices for semiconductor products generally decrease over time during the lifespan of a product. In addition, there is increasing downward pricing pressures in the semiconductor industry on end products incorporating our technology, especially end products for the handsets and consumer electronics markets. As a result, notwithstanding the existence of a license agreement, our customers may demand that royalty rates for our products be lower than our historic royalty rates. We have in the past and may be pressured in the future to renegotiate existing license agreements with our customers. In addition, certain of our license agreements provide that royalty rates may decrease in connection with the sale of larger quantities of products incorporating our technology. Furthermore, our competitors may lower the royalty rates for their comparable products to win market share which may force us to lower our royalty rates as well. As a consequence of the above referenced factors, as well as unforeseen factors in the future, the royalty rates we receive for use of our technology could decrease, thereby decreasing future anticipated revenues and cash flow. Royalty revenues were approximately 46%, 44% and 54% of our total revenues for 2015, 2014 and 2013, respectively. Therefore, a significant decrease in our royalty revenues could materially adversely affect our operating results.

Moreover, royalty rates may be negatively affected by macroeconomic trends or changes in products mix. For example, the shift away from feature phones by Intel and the handset baseband market by Broadcom and STMicroelectronics in 2014 negatively impacted our royalty revenues in 2014. Furthermore, consolidation among our customers may increase the leverage of our existing customers to extract concessions from us in royalty rates. Moreover, changes in products mix such as an increase in lower royalty bearing products shipped in high volume like low-cost feature phones and Bluetooth-based products in lieu of higher royalty bearing products like LTE phones could lower our royalty revenues.

**We generate a significant amount of our total revenues from the handset baseband market and our business and operating results may be materially adversely affected if we do not continue to succeed in these highly competitive markets.**

Our total revenues derived solely from the handset baseband market represented 53%, 50% and 59% of our total revenues for 2015, 2014 and 2013, respectively. A significant portion of our royalty revenues in 2013 and 2014 were derived from lower cost feature phones. In 2015, a larger portion of LTE-based handsets utilized our technologies and generated higher royalty revenues and higher average selling prices. Although next generation products generally have higher average selling prices, the shift towards CEVA-powered LTE products was slower in 2013 and 2014, and we can provide no assurances that the positive trend in 2015 towards adoption of next generation products will continue on pace in future years. Furthermore, we can provide no assurances that we will be successful in offsetting any decline in revenues from feature phones with increased revenues from next generation products such as low-cost smartphones or LTE phones. Any adverse change in our ability to compete and maintain our competitive position in the handset baseband market, including through the introduction by competitors of enhanced technologies that attract OEM customers that target those markets, would harm our business, financial condition and results of operations. Moreover, the handset baseband market is extremely competitive and are facing intense pricing pressures, and we expect that competition and pricing pressures will only increase. Furthermore, it can be very volatile with regards to volume shipments of different phones, standards and connected devices due to inventory build out or consumer demand changes or geographical macroeconomics, pricing changes and timing of introduction of new phones and products. Our existing OEM customers also may fail to introduce new handset devices that attract consumers, or encounter significant delays in developing, manufacturing or shipping new or enhanced products in those markets. The inability of our OEM customers to compete would result in lower shipments of products powered by our technologies which in turn would have a material adverse effect on our business, financial condition and results of operations. Since a significant portion of our revenues are derived from the handset baseband market, adverse conditions in this market would have a material adverse effect on our business, financial condition and results of operations.

---

## [Table of Contents](#)

**Because our IP solutions are components of end products, if semiconductor companies and electronic equipment manufacturers do not incorporate our solutions into their end products or if the end products of our customers do not achieve market acceptance, we may not be able to generate adequate sales of our products.**

We do not sell our IP solutions directly to end-users; we license our technology primarily to semiconductor companies and electronic equipment manufacturers, who then incorporate our technology into the products they sell. As a result, we rely on our customers to incorporate our technology into their end products at the design stage. Once a company incorporates a competitor's technology into its end product, it becomes significantly more difficult for us to sell our technology to that company because changing suppliers involves significant cost, time, effort and risk for the company. As a result, we may incur significant expenditures on the development of a new technology without any assurance that our existing or potential customers will select our technology for incorporation into their own product and without this "design win," it becomes significantly difficult to sell our IP solutions. Moreover, even after a customer agrees to incorporate our technology into its end products, the design cycle is long and may be delayed due to factors beyond our control, which may result in the end product incorporating our technology not reaching the market until long after the initial "design win" with such customer. From initial product design-in to volume production, many factors could impact the timing and/or amount of sales actually realized from the design-in. These factors include, but are not limited to, changes in the competitive position of our technology, our customers' financial stability, and our customers' ability to ship products according to our customers' schedule. Moreover, current economic conditions may further prolong a customer's decision-making process and design cycle.

Further, because we do not control the business practices of our customers, we do not influence the degree to which they promote our technology or set the prices at which they sell products incorporating our technology. We cannot assure you that our customers will devote satisfactory efforts to promote their end products which incorporate our IP solutions.

In addition, our royalties from licenses and therefore the growth of our business, are dependent upon the success of our customers in introducing products incorporating our technology and the success of those products in the marketplace. The primary customers for our products are semiconductor design and manufacturing companies, system OEMs and electronic equipment manufacturers, particularly in the telecommunications field. These industries are highly competitive, cyclical and have been subject to significant economic downturns at various times. These downturns are characterized by production overcapacity and reduced revenues, which at times may encourage semiconductor companies or electronic product manufacturers to reduce their expenditure on our technology. If we do not retain our current customers and continue to attract new customers, our business may be harmed.

### **We depend on market acceptance of third-party semiconductor intellectual property.**

The semiconductor intellectual property (SIP) industry is a relatively small and emerging industry. Our future growth will depend on the level of market acceptance of our third-party licensable intellectual property model, the variety of intellectual property offerings available on the market, and a shift in customer preference away from in-house development of proprietary signal processing IP towards licensing open signal processing IP cores and platforms. Furthermore, the third-party licensable intellectual property model is highly dependent on the market adoption of new services and products, such as low cost smartphones in emerging markets, LTE smartphones, mobile broadband, small cell base stations and the increased use of advanced audio, voice, computational photography and embedded vision in mobile, automotive and consumer products, as well as in IoT and connectivity applications. Such market adoption is important because the increased cost associated with ownership and maintenance of the more complex architectures needed for the advanced services and products may motivate companies to license third-party intellectual property rather than design them in-house.

The trends that would enable our growth are largely beyond our control. Semiconductor customers also may choose to adopt a multi-chip, off-the-shelf chip solution versus licensing or using highly-integrated chipsets that

---

## [Table of Contents](#)

embed our technologies. If the above referenced market shifts do not materialize or third-party SIP does not achieve market acceptance, our business, results of operations and financial condition could be materially harmed.

### **Because we have significant international operations, we may be subject to political, economic and other conditions relating to our international operations that could increase our operating expenses and disrupt our revenues and business.**

Approximately 84% of our total revenues for 2015, 77% for 2014 and 88% for 2013 were derived from customers located outside of the United States. We expect that international customers will continue to account for a significant portion of our revenues for the foreseeable future. As a result, the occurrence of any negative international political, economic or geographic events could result in significant revenue shortfalls. These shortfalls could cause our business, financial condition and results of operations to be harmed. Some of the risks of doing business internationally include:

- unexpected changes in regulatory requirements;
- fluctuations in the exchange rate for the U.S. dollar;
- imposition of tariffs and other barriers and restrictions;
- burdens of complying with a variety of foreign laws, treaties and technical standards;
- uncertainty of laws and enforcement in certain countries relating to the protection of intellectual property;
- multiple and possibly overlapping tax structures and potentially adverse tax consequences;
- political and economic instability; and
- changes in diplomatic and trade relationships.

### **We depend on a limited number of key personnel who would be difficult to replace.**

Our success depends to a significant extent upon certain of our key employees and senior management, the loss of which could materially harm our business. Competition for skilled employees in our field is intense. We cannot assure you that in the future we will be successful in attracting and retaining the required personnel.

### **The sales cycle for our IP solutions is lengthy, which makes forecasting of our customer orders and revenues difficult.**

The sales cycle for our IP solutions is lengthy, often lasting three to nine months. Our customers generally conduct significant technical evaluations, including customer trials, of our technology as well as competing technologies prior to making a purchasing decision. In addition, purchasing decisions also may be delayed because of a customer's internal budget approval process. Furthermore, given the current market conditions, we have less ability to predict the timing of our customers' purchasing cycle and potential unexpected delays in such a cycle. Because of the lengthy sales cycle and potential delays, our dependence on a limited number of customers to generate a significant amount of revenues for a particular period and the size of customer orders, if orders forecasted for a specific customer for a particular period do not occur in that period, our revenues and operating results for that particular quarter could suffer. Moreover, a portion of our expenses related to an anticipated order is fixed and difficult to reduce or change, which may further impact our operating results for a particular period.

### **Because our IP solutions are complex, the detection of errors in our products may be delayed, and if we deliver products with defects, our credibility will be harmed, the sales and market acceptance of our products may decrease and product liability claims may be made against us.**

Our IP solutions are complex and may contain errors, defects and bugs when introduced. If we deliver products with errors, defects or bugs, our credibility and the market acceptance and sales of our products could

---

## [Table of Contents](#)

be significantly harmed. Furthermore, the nature of our products may also delay the detection of any such error or defect. If our products contain errors, defects and bugs, then we may be required to expend significant capital and resources to alleviate these problems. This could result in the diversion of technical and other resources from our other development efforts. Any actual or perceived problems or delays may also adversely affect our ability to attract or retain customers. Furthermore, the existence of any defects, errors or failure in our products could lead to product liability claims or lawsuits against us or against our customers. A successful product liability claim could result in substantial cost and divert management's attention and resources, which would have a negative impact on our financial condition and results of operations.

### **Our success will depend on our ability to successfully manage our geographically dispersed operations.**

Most of our employees are located in Israel. We also added French employees after the RivieraWaves acquisition. Accordingly, our ability to compete successfully will depend in part on the ability of a limited number of key executives located in geographically dispersed offices to integrate management, address the needs of our customers and respond to changes in our markets. If we are unable to effectively manage and integrate our remote operations, our business may be materially harmed.

### **Our operations in Israel may be adversely affected by instability in the Middle East region.**

One of our principal research and development facilities is located in Israel, and our executive officers and some of our directors are residents of Israel. Although substantially all of our sales currently are being made to customers outside Israel, we are nonetheless directly influenced by the political, economic and military conditions affecting Israel. Any major hostilities involving Israel could significantly harm our business, operating results and financial condition.

In addition, certain of our employees are currently obligated to perform annual reserve duty in the Israel Defense Forces and are subject to being called to active military duty at any time. Although we have operated effectively under these requirements since our inception, we cannot predict the effect of these obligations on the company in the future. Our operations could be disrupted by the absence, for a significant period, of one or more of our key employees due to military service.

### **Our research and development expenses may increase if the grants we currently receive from the Israeli government and European Union are reduced or withheld.**

We currently receive research grants from programs of the Office of the Chief Scientist of Israel of the Israeli Ministry of Industry and Trade and the Seventh Framework Program of the European Union. We recorded an aggregate of \$4,997,000, \$4,586,000 and \$3,304,000 in 2015, 2014 and 2013, respectively. To be eligible for these grants, we must meet certain development conditions and comply with periodic reporting obligations. Although we have met such conditions in the past, should we fail to meet such conditions in the future our research grants may be repayable, reduced or withheld. The repayment or reduction of such research grants may increase our research and development expenses which in turn may reduce our operating income. Also, the timing of such payments from the Office of the Chief Scientist and European Union may vary from year to year and quarter to quarter, and we have no control on the timing of such payment.

### **The Israeli tax benefits that we currently receive and the government programs in which we participate require us to meet certain conditions and may be terminated or reduced in the future, which could increase our tax expenses.**

We enjoy certain tax benefits in Israel, particularly as a result of the "Approved Enterprise" and the "Benefited Enterprise" status of our facilities and programs. To maintain our eligibility for these tax benefits, we must continue to meet certain conditions, relating principally to adherence to the investment program filed with the Investment Center of the Israeli Ministry of Industry and Trade and to periodic reporting obligations. Should

---

## [Table of Contents](#)

we fail to meet such conditions in the future, these benefits would be cancelled and we would be subject to corporate tax in Israel at the standard corporate rate (26.5% in 2015) and could be required to refund tax benefits already received. In addition, we cannot assure you that these tax benefits will be continued in the future at their current levels or otherwise. The tax benefits under our active investment programs are scheduled to gradually expire starting in 2017. The termination or reduction of certain programs and tax benefits (particularly benefits available to us as a result of the “Approved Enterprise” and the “Benefited Enterprise” status of our facilities and programs) or a requirement to refund tax benefits already received may seriously harm our business, operating results and financial condition.

### **Our failure to maintain certain research tax benefits applicable to French technology companies may adversely affect the results of operations of our RivieraWaves operations.**

Pursuant to our acquisition of the RivieraWaves operations, we will benefit from certain research tax credits applicable to French technology companies, including, for example, the Crédit Impôt Recherche (“CIR”). The CIR is a French tax credit aimed at stimulating research activities. The CIR can be offset against French corporate income tax due and the portion in excess (if any) may be refunded every three years. The French Parliament can decide to eliminate, or reduce the scope or the rate of, the CIR benefit, at any time or challenge our eligibility or calculations for such tax credits, all of which may have an adverse impact on our results of operations and future cash flows.

### **We are exposed to fluctuations in currency exchange rates.**

A significant portion of our business is conducted outside the United States. Although most of our revenues are transacted in U.S. dollars, we may be exposed to currency exchange fluctuations in the future as business practices evolve and we are forced to transact business in local currencies. Moreover, the majority of our expenses are denominated in foreign currencies, mainly New Israeli Shekel (NIS) and the Euro, which subjects us to the risks of foreign currency fluctuations. Our primary expenses paid in currencies other than the U.S. dollar are employee salaries. Increases in the volatility of the exchange rates of currencies other than the U.S. dollar versus the U.S. dollar could have an adverse effect on the expenses and liabilities that we incur in currencies other than the U.S. dollar when remeasured into U.S. dollars for financial reporting purposes. We have instituted a foreign cash flow hedging program to minimize the effects of currency fluctuations. However, hedging transactions may not successfully mitigate losses caused by currency fluctuations, and our hedging positions may be partial or may not exist at all in the future. We also review our monthly expected non-U.S. dollar denominated expenditure and look to hold equivalent non-U.S. dollar cash balances to mitigate currency fluctuations. We expect to continue to experience the effect of exchange rate currency fluctuations on an annual and quarterly basis.

### **We are exposed to the credit risk of our customers, which could result in material losses.**

As we diversify and expand our addressable market, we will enter into licensing arrangements with first time customers with whom we don’t have full visible of their creditworthiness. Furthermore, we have increased business activities in the Asia Pacific region. As a result, our future credit risk exposure may increase. Although we monitor and attempt to mitigate credit risks, there can be no assurance that our efforts will be effective. Although any losses to date relating to credit exposure of our customers have not been material, future losses, if incurred, could harm our business and have a material adverse effect on our operating results and financial condition.

### **Our product development efforts are time-consuming and expensive and may not generate an acceptable return, if any.**

Our product development efforts require us to incur substantial research and development expense. Our research and development expenses were approximately \$28.1 million, \$25.8 million and \$21.2 million for 2015, 2014 and 2013, respectively. We may not be able to achieve an acceptable return, if any, on our research and development efforts.

---

## [Table of Contents](#)

The development of our products is highly complex. We occasionally have experienced delays in completing the development and introduction of new products and product enhancements, and we could experience delays in the future. Unanticipated problems in developing products could also divert substantial engineering resources, which may impair our ability to develop new products and enhancements and could substantially increase our costs. Furthermore, we may expend significant amounts on research and development programs that may not ultimately result in commercially successful products. Our research and development expense levels increased since the third quarter of 2014 after the acquisition of RivieraWaves. As a result of these and other factors, we may be unable to develop and introduce new products successfully and in a cost-effective and timely manner, and any new products we develop and offer may never achieve market acceptance. Any failure to successfully develop future products would have a material adverse effect on our business, financial condition and results of operations.

### **If we are unable to meet the changing needs of our end-users or address evolving market demands, our business may be harmed.**

The markets for signal processing IPs are characterized by rapidly changing technology, emerging markets and new and developing end-user needs, and requiring significant expenditure for research and development. We cannot assure you that we will be able to introduce systems and solutions that reflect prevailing industry standards, on a timely basis, meet the specific technical requirements of our end-users or avoid significant losses due to rapid decreases in market prices of our products, and our failure to do so may seriously harm our business.

### **We may seek to expand our business in ways that could result in diversion of resources and extra expenses.**

We may in the future pursue acquisitions of businesses, products and technologies, establish joint venture arrangements, make minority equity investments or enhance our existing CEVAnet partner eco-system to expand our business. We are unable to predict whether or when any prospective acquisition, equity investment or joint venture will be completed. The process of negotiating potential acquisitions, joint ventures or equity investments, as well as the integration of acquired or jointly developed businesses, technologies or products may be prolonged due to unforeseen difficulties and may require a disproportionate amount of our resources and management's attention. We cannot assure you that we will be able to successfully identify suitable acquisition or investment candidates, complete acquisitions or investments, or integrate acquired businesses or joint ventures with our operations. If we were to make any acquisition or investment or enter into a joint venture, we may not receive the intended benefits of the acquisition, investment or joint venture or such an acquisition, investment or joint venture may not achieve comparable levels of revenues, profitability or productivity as our existing business or otherwise perform as expected. The expansion of our CEVAnet partner eco-system also may not achieve the anticipated benefits. The occurrence of any of these events could harm our business, financial condition or results of operations. Future acquisitions, investments or joint ventures may require substantial capital resources, which may require us to seek additional debt or equity financing.

Future acquisitions, joint ventures or minority equity investments by us could result in the following, any of which could seriously harm our results of operations or the price of our stock:

- issuance of equity securities that would dilute our current stockholders' percentages of ownership;
- large one-time write-offs or equity investment impairment write-offs;
- incurrence of debt and contingent liabilities;
- difficulties in the assimilation and integration of operations, personnel, technologies, products and information systems of the acquired companies;
- inability to realize cost efficiencies or synergies, thereby incurring higher operating expenditures as a result of the acquisition;
- diversion of management's attention from other business concerns;
- contractual disputes;



---

## [Table of Contents](#)

- risks of entering geographic and business markets in which we have no or only limited prior experience; and
- potential loss of key employees of acquired organizations.

### **We may not be able to adequately protect our intellectual property.**

Our success and ability to compete depend in large part upon the protection of our proprietary technologies. We rely on a combination of patent, copyright, trademark, trade secret, mask work and other intellectual property rights, confidentiality procedures and licensing arrangements to establish and protect our proprietary rights. These agreements and measures may not be sufficient to protect our technology from third-party infringement or protect us from the claims of others. As a result, we face risks associated with our patent position, including the potential need to engage in significant legal proceedings to enforce our patents, the possibility that the validity or enforceability of our patents may be denied, the possibility that third parties will be able to compete against us without infringing our patents and the possibility that our products may infringe patent rights of third parties.

Our trade names or trademarks may be registered or utilized by third parties in countries other than those in which we have registered them, impairing our ability to enter and compete in those markets. If we were forced to change any of our brand names, we could lose a significant amount of our brand identity.

### **Our business will suffer if we are sued for infringement of the intellectual property rights of third parties or if we cannot obtain licenses to these rights on commercially acceptable terms.**

We are subject to the risk of adverse claims and litigation alleging infringement of the intellectual property rights of others. There are a large number of patents held by others, including our competitors, pertaining to the broad areas in which we are active. We have not, and cannot reasonably, investigate all such patents. From time to time, we have become aware of patents in our technology areas and have sought legal counsel regarding the validity of such patents and their impact on how we operate our business, and we will continue to seek such counsel when appropriate in the future. In addition, patent infringement claims are increasingly being asserted by patent holding companies (so-called patent “trolls”), which do not use technology and whose sole business is to enforce patents against companies, such as us, for monetary gain. Because such patent holding companies do not provide services or use technology, the assertion of our own patents by way of counter-claim may be ineffective. Infringement claims may require us to enter into license arrangements or result in protracted and costly litigation, regardless of the merits of these claims. Any necessary licenses may not be available or, if available, may not be obtainable on commercially reasonable terms. If we cannot obtain necessary licenses on commercially reasonable terms, we may be forced to stop licensing our technology, and our business would be seriously harmed.

### **The future growth of our business depends in part on our ability to license to system OEMs and small-to-medium-sized semiconductor companies directly and to expand our sales geographically.**

Historically, a substantial portion of our licensing revenues has been derived in any given period from a relatively small number of licensees. Because of the substantial license fees we charge, our customers tend to be large semiconductor companies or vertically integrated system OEMs. Part of our current growth strategy is to broaden the adoption of our products by small and mid-size companies by offering different versions of our products targeted at these companies. If we are unable to develop and market effectively our intellectual property through these models, our revenues will continue to be dependent on a smaller number of licensees and a less geographically dispersed pattern of licensees, which could materially harm our business and results of operations.

### **Our operating results are affected by the highly cyclical nature of the semiconductor industry.**

We operate within the semiconductor industry which experiences significant fluctuations in sales and profitability. Downturns in the semiconductor industry are characterized by diminished product demand, excess customer inventories, accelerated erosion of prices and excess production capacity. These factors could cause substantial fluctuations in our revenues and in our results of operations.



**We may dispose of or discontinue existing product lines and technology developments, which may adversely impact our future results.**

On an ongoing basis, we evaluate our various product offerings and technology developments in order to determine whether any should be discontinued or, to the extent possible, divested. We cannot guarantee that we have correctly forecasted, or will correctly forecast in the future, the right product lines and technology developments to dispose or discontinue or that our decision to dispose of or discontinue various investments, products lines and technology developments is prudent if market conditions change. In addition, there are no assurances that the discontinuance of various product lines will reduce our operating expenses or will not cause us to incur material charges associated with such decision. Furthermore, the discontinuance of existing product lines entails various risks, including the risk that we will not be able to find a purchaser for a product line or the purchase price obtained will not be equal to at least the book value of the net assets for the product line. Other risks include managing the expectations of, and maintaining good relations with, our customers who previously purchased products from our disposed or discontinued product lines, which could prevent us from selling other products to them in the future. We may also incur other significant liabilities and costs associated with our disposal or discontinuance of product lines, including employee severance costs and excess facilities costs.

**Cybersecurity threats or other security breaches could compromise sensitive information belonging to us or our customers and could harm our business and our reputation.**

We store sensitive data, including intellectual property, proprietary business information and our customer and employee information. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions that could result in unauthorized disclosure or loss of sensitive data. Because the techniques used to obtain unauthorized access to networks, or to sabotage systems, change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Furthermore, in the operation of our business we also use third-party vendors that store certain sensitive data. Any security breach of our own or a third-party vendor's systems could cause us to be non-compliant with applicable laws or regulations, subject us to legal claims or proceedings, disrupt our operations, damage our reputation, and cause a loss of confidence in our products and services, any of which could adversely affect our business.

**Our corporate tax rate may increase, which could adversely impact our cash flow, financial condition and results of operations.**

We have significant operations in Israel, as well operations in the Republic of Ireland and France. A substantial portion of our taxable income historically has been generated in Israel. Currently, our Israeli and Irish subsidiaries are taxed at rates substantially lower than the U.S. tax rates. If our Israeli and Irish subsidiaries were no longer to qualify for these lower tax rates or if the applicable tax laws were rescinded or changed, our operating results could be materially adversely affected. In addition, because our Israeli, Irish and French operations are owned by subsidiaries of our U.S. parent corporation, distributions to the U.S. parent corporation, and in certain circumstances undistributed income of the subsidiaries, may be subject to U.S. taxes. Moreover, if U.S. or other authorities were to change applicable tax laws or successfully challenge the manner in which our subsidiaries' profits are currently recognized, our overall tax expenses could increase, and our business, cash flow, financial condition and results of operations could be materially adversely affected. Also our taxes on the Irish interest income may be double taxed both in Ireland and in the U.S. due to U.S. tax regulations and Irish tax restrictions on NOLs to offset interest income. In addition, starting in 2012, our Israeli interest income also may be taxed both in Israel and the U.S. due to different Controlled Foreigner Corporation rules.

**Our stock price may be volatile so you may not be able to resell your shares of our common stock at or above the price you paid for them.**

Announcements of developments related to our business, announcements by competitors, quarterly fluctuations in our financial results, changes in the general conditions of the highly dynamic industry in which we

## [Table of Contents](#)

compete or the national economies in which we do business, and other factors could cause the price of our common stock to fluctuate, perhaps substantially. In addition, in recent years, the stock market has experienced extreme price fluctuations, which have often been unrelated to the operating performance of affected companies. These factors and fluctuations could have a material adverse effect on the market price of our common stock.

### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

### **ITEM 2. PROPERTIES**

Our headquarters are located in Mountain View, California and we have principal offices in Herzeliya, Israel, Sophia Antipolis, France and Dublin, Ireland.

We lease buildings for our executive offices, and engineering, sales, marketing, administrative and support operations and design centers. The following table summarizes information with respect to the principal facilities leased by us as of December 31, 2015:

<u>Location</u>	<u>Term</u>	<u>Expiration</u>	<u>Area (Sq. Feet)</u>	<u>Principal Activities</u>
Mountain View, CA, U.S. (1)	8 years	2023	3,769	Headquarters; sales and marketing; administration
Herzeliya, Israel (2)	6 years	2020	35,339	Research and development; administration; sales and marketing
Dublin, Ireland (3)	4 year	2016	2,131	Research and development; administration
Cork, Ireland (4)	5 years	2016	2,870	Research and development
Belfast, UK (5)	15 years	2019	2,600	Research and development
Sophia Antipolis, France (6)	9 years	2021	7,535	Research and development; administration; sales and marketing
Shanghai, China	3 years	2018	3,438	sales and marketing

- (1) Break clause in the lease exercisable in 2020.
- (2) Break clause in the lease exercisable in 2018.
- (3) Lease expires on July 31, 2016
- (4) Lease expires on September 1, 2016
- (5) Break clause in the lease exercisable on payment of one year rent.
- (6) Break clause exercisable in 2018.

### **ITEM 3. LEGAL PROCEEDINGS**

From time to time, we are involved in litigation relating to claims arising out of our operations in the normal course of business. We are not a party to any legal proceedings, the adverse outcome of which, in management's opinion, would have a material adverse effect on our results of operations or financial position

### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## EXECUTIVE OFFICERS OF THE REGISTRANT

Below are the names, ages and principal recent business experience of our current executive officers. All such persons have been appointed by our board of directors to serve until their successors are elected and qualified or until their earlier resignation or removal.

*Gideon Wertheizer*, age 59, has served as our Chief Executive Officer since May 2005. He joined our board of directors in January 2010. Mr. Wertheizer has 32 years of experience in the semiconductor and Silicon Intellectual Property (SIP) industries. He previously served as the Executive Vice President and General Manager of the DSP business unit at CEVA. Prior to joining CEVA in November 2002, Mr. Wertheizer held various executive positions at DSP Group, Inc., including such roles as Executive VP—Strategic Business Development, Vice President for Marketing and Vice President of VLSI design. Mr. Wertheizer holds a BsC for electrical engineering from Ben Gurion University in Israel and executive MBA from Bradford University in the United Kingdom.

*Yaniv Arieli*, age 47, has served as our Chief Financial Officer since May 2005. Prior to his current position, Mr. Arieli served as President of U.S. Operations and Director of Investor Relations of DSP Group beginning in August 2002 and Vice President of Finance, Chief Financial Officer and Secretary of DSP Group's DSP Cores Licensing Division prior to that time. Before joining DSP Group in 1997, Mr. Arieli served as an account manager and certified public accountant at Kesselman & Kesselman, a member of PricewaterhouseCoopers, a leading accounting firm. Mr. Arieli is a CPA and holds a B.A. in Accounting and Economics from Haifa University in Israel and an M.B.A. from Newport University and is also a member of the National Investor Relation Institute.

*Issachar Ohana*, age 50, has served as our Vice President, Worldwide Sales, since November 2002 and our Executive Vice President, Worldwide Sales, since July 2006. Prior to joining CEVA in November 2002, Mr. Ohana was with DSP Group beginning in August 1994 as a VLSI design engineer. He was appointed Project Manager of DSP Group's research and development in July 1995, Director of Core Licensing in August 1998, and Vice President—Sales of the Core Licensing Division in May 2000. Mr. Ohana holds a B.Sc. in Electrical and Computer Engineering from Ben Gurion University in Israel and an MBA from Bradford University in the United Kingdom.

**PART II**

**ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock began trading on The NASDAQ Global Market on November 1, 2002. Our common stock currently trades under the ticker symbol “CEVA” on NASDAQ. As of February 24, 2016, there were approximately 2,178 holders of record, which we believe represents approximately 9,047 beneficial holders. The closing price of our common stock on The NASDAQ Global Market on March 4, 2016 was \$20.11 per share. The following table sets forth, for the periods indicated, the range of high and low closing prices per share of our common stock, as reported on The NASDAQ Global Market.

	Price Range of Common Stock	
	High	Low
<b>2015</b>		
First Quarter	\$23.16	\$17.33
Second Quarter	\$22.45	\$18.45
Third Quarter	\$19.52	\$16.98
Fourth Quarter	\$27.14	\$17.77
<b>2014</b>		
First Quarter	\$18.77	\$15.08
Second Quarter	\$18.30	\$13.88
Third Quarter	\$15.49	\$13.44
Fourth Quarter	\$18.44	\$12.67

We have never paid any cash dividends. We intend to retain future earnings, if any, to fund the development and growth of our business and currently do not anticipate paying cash dividends in the foreseeable future.

**Equity Compensation Plan Information**

Information as of December 31, 2015 regarding options, SARs and RSUs granted under our stock plans and remaining available for issuance under those plans will be contained in the definitive 2016 Proxy Statement for the 2016 annual meeting of stockholders to be held on May 16, 2016 and incorporated herein by reference.

**Issuer Purchases of Equity Securities**

The table below sets forth the information with respect to repurchases of our common stock during the three months ended December 31, 2015.

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (1)
Month #1 (October 1, 2015 to October 31, 2015)	—	—	—	571,410
Month #2 (November 1, 2015 to November 30, 2015)	—	—	—	571,410
Month #3 (December 1, 2015 to December 31, 2015)	80,341	\$ 23.92	80,341	491,069
TOTAL	80,341	\$ 23.92	80,341	491,069(2)

- (1) In August 2008, we announced that our board of directors approved a share repurchase program for up to one million shares of our common stock which was further extended collectively by an additional five million shares in 2010, 2013 and 2014.
- (2) The number represents the number of shares of our common stock that remain available for repurchase pursuant to our share repurchase program.

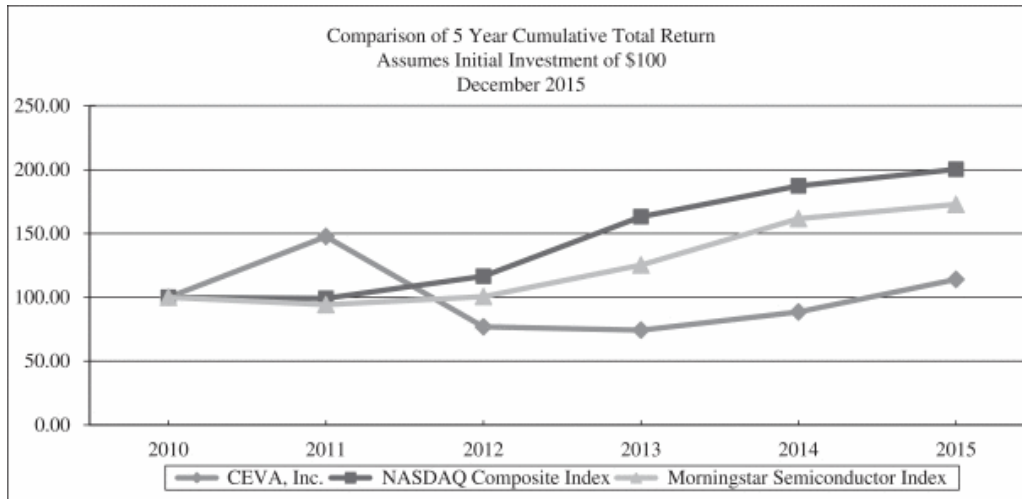
[Table of Contents](#)

**2016 Annual Meeting of Stockholders**

We anticipate that the 2016 annual meeting of our stockholders will be held on May 16, 2016 in New York City, NY.

**Stock Performance Graph**

*Notwithstanding anything to the contrary set forth in any of the Company's previous or future filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, that might incorporate this proxy statement or future filings made by the Company under those statutes, the below Stock Performance Graph shall not be deemed filed with the United States Securities and Exchange Commission and shall not be deemed incorporated by reference into any of those prior filings or into any future filings made by the Company under those statutes.*



	12/31/10	12/31/11	12/31/12	12/31/13	12/31/14	12/31/15
<b>CEVA, Inc.</b>	<b>100.00</b>	<b>147.61</b>	<b>76.83</b>	<b>74.24</b>	<b>88.49</b>	<b>113.95</b>
<b>NASDAQ Composite</b>	<b>100.00</b>	<b>99.17</b>	<b>116.48</b>	<b>163.21</b>	<b>187.27</b>	<b>200.31</b>
<b>Morningstar Semiconductor</b>	<b>100.00</b>	<b>94.23</b>	<b>100.57</b>	<b>125.32</b>	<b>161.67</b>	<b>172.81</b>

The stock performance graph above compares the percentage change in cumulative stockholder return on the common stock of our company for the period from December 31, 2010, through December 31, 2015, with the cumulative total return on The NASDAQ Global Market (U.S.) Composite Index and the Morningstar Semiconductor Group Index.

This graph assumes the investment of \$100 in our common stock (at the closing price of our common stock on December 31, 2010), the NASDAQ Global Market (U.S.) Composite Index and the Morningstar Semiconductor Group Index on December 31, 2010, and assumes dividends, if any, are reinvested.

Comparisons in the graph above are based upon historical data and are not indicative of, nor intended to forecast, future performance of our common stock.

[Table of Contents](#)

**ITEM 6. SELECTED FINANCIAL DATA**

The following selected financial data should be read in conjunction with, and are qualified by reference to, our consolidated financial statements and the related notes, as well as our “Management’s Discussion and Analysis of Financial Condition and Results of Operations for the fiscal year ended December 31, 2015,” both appearing elsewhere in this annual report.

	Year Ended December 31,				
	2011	2012	2013	2014	2015
	(in thousands)				
<b>Consolidated Statements of Operations Data:</b>					
Revenues:					
Licensing and related revenue	\$23,836	\$21,727	\$22,372	\$28,348	\$32,135
Royalties	36,403	31,950	26,528	22,460	27,364
Total revenues	60,239	53,677	48,900	50,808	59,499
Cost of revenues	3,559	3,952	5,163	5,000	5,424
Gross profit	56,680	49,725	43,737	45,808	54,075
Operating expenses:					
Research and development, net	21,543	20,243	21,216	25,828	28,113
Sales and marketing	8,937	9,231	10,092	9,815	10,168
General and administrative	7,639	7,884	7,670	8,054	8,184
Amortization of intangible assets	—	—	—	649	1,298
Total operating expenses	38,119	37,358	38,978	44,346	47,763
Operating income	18,561	12,367	4,759	1,462	6,312
Financial income, net	2,909	3,380	2,714	975	1,069
Other loss	—	—	—	(404)	—
Income before taxes on income	21,470	15,747	7,473	2,033	7,381
Income taxes	2,908	2,062	788	2,852	1,114
Net income (loss)	<u>\$18,562</u>	<u>\$13,685</u>	<u>\$ 6,685</u>	<u>\$ (819)</u>	<u>\$ 6,267</u>
Basic net income (loss) per share	\$ 0.80	\$ 0.60	\$ 0.30	\$ (0.04)	\$ 0.31
Diluted net income (loss) per share	\$ 0.77	\$ 0.59	\$ 0.30	\$ (0.04)	\$ 0.30

	December 31,				
	2011	2012	2013	2014	2015
	(in thousands)				
<b>Consolidated Balance Sheet Data:</b>					
Working capital	\$136,483	\$131,545	\$131,433	\$ 93,777	\$ 87,044
Total assets	<u>219,140</u>	<u>216,333</u>	<u>212,327</u>	<u>207,005</u>	<u>212,649</u>
Total long-term liabilities	5,607	6,158	7,255	7,961	7,571
Total stockholders' equity	<u>\$200,920</u>	<u>\$196,068</u>	<u>\$190,895</u>	<u>\$179,049</u>	<u>\$186,095</u>

[Table of Contents](#)

**QUARTERLY FINANCIAL INFORMATION**

	Three months ended							
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
<b>Revenues:</b>								
Licensing and related revenue	\$ 7,906	\$ 4,355	\$ 8,728	\$ 7,359	\$ 7,839	\$ 7,669	\$ 8,600	\$ 8,027
Royalties	5,768	4,860	5,370	6,462	5,995	5,690	7,635	8,044
Total revenues	13,674	9,215	14,098	13,821	13,834	13,359	16,235	16,071
Cost of revenues	1,112	1,370	1,255	1,263	1,185	1,550	1,281	1,408
Gross profit	12,562	7,845	12,843	12,558	12,649	11,809	14,954	14,663
<b>Operating expenses:</b>								
Research and development, net	5,996	6,051	6,453	7,328	7,363	7,241	6,571	6,938
Sales and marketing	2,393	2,197	2,611	2,614	2,426	2,548	2,384	2,810
General and administrative	2,040	1,861	2,223	1,930	1,972	1,666	2,183	2,363
Amortization of intangible assets	—	—	326	323	325	324	325	324
Total operating expenses	10,429	10,109	11,613	12,195	12,086	11,779	11,463	12,435
Operating income (loss)	2,133	(2,264)	1,230	363	563	30	3,491	2,228
Financial income (loss), net	460	417	66	32	(27)	269	401	426
Other loss	—	—	(404)	—	—	—	—	—
Income (loss) before taxes on income	2,593	(1,847)	892	395	536	299	3,892	2,654
Income taxes expense (benefit)	608	(321)	236	2,329	50	131	583	350
Net income (loss)	\$ 1,985	\$ (1,526)	\$ 656	\$ (1,934)	\$ 486	\$ 168	\$ 3,309	\$ 2,304
Basic and diluted net income (loss) per share	\$ 0.09	\$ (0.07)	\$ 0.03	\$ (0.10)	\$ 0.02	\$ 0.01	\$ 0.16	\$ 0.11
Weighted average shares used to compute net income (loss) per share (in thousands):								
Basic	21,159	20,778	20,355	20,209	20,418	20,564	20,448	20,491
Diluted	21,590	20,778	20,667	20,209	20,958	20,984	20,811	21,203

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*You should read the following discussion together with the consolidated financial statements and related notes appearing elsewhere in this annual report. This discussion contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those included in such forward-looking statements. Factors that could cause actual results to differ materially include those set forth under "Risk Factors," as well as those otherwise discussed in this section and elsewhere in this annual report. See "Forward-Looking Statements and Industry Data."*

### BUSINESS OVERVIEW

The following discussion and analysis is intended to provide an investor with a narrative of our financial results and an evaluation of our financial condition and results of operations. The discussion should be read in conjunction with our consolidated financial statements and notes thereto for the year ended December 31, 2015, both appearing elsewhere in this annual report.

CEVA is a leading licensor of signal processing IP for a smarter, connected world. We partner with semiconductor companies and OEMs worldwide to create power-efficient, intelligent and connected devices for a range of end markets, including mobile, consumer, automotive, industrial and IoT. Our ultra-low-power IPs for vision, audio, communications and connectivity include comprehensive DSP-based platforms for LTE/LTE-A/5G baseband processing in handsets, infrastructure and machine-to-machine devices, computer vision and computational photography for any camera-enabled devices, as well as audio/voice/speech and ultra-low power always-on/sensing applications for multiple IoT markets. For connectivity, we offer the industry's most widely adopted IPs for Bluetooth (Smart and Smart Ready), Wi-Fi (802.11 b/g/n/ac up to 4x4) and serial storage (SATA and SAS). Our technologies are widely licensed and power many of the world's leading semiconductor and original equipment manufacturer (OEM) companies. One in three handsets sold worldwide is powered by CEVA. To date, more than 7 billion CEVA-powered devices have shipped, illustrating the strong market deployment of our technology.

Our DSPs power many of leading handset OEMs in the world today, including, Coolpad, HTC, Huawei, Intex, Karbonn, Lava, Lenovo, LG, Meizu, Micromax, Samsung, Xiaomi and ZTE, as well as hundreds of local handset manufacturers in China and India. Based on internal data and Strategy Analytics' provisional worldwide shipment data, CEVA's worldwide market share of handset baseband chips that incorporate our technologies was approximately 33% of the worldwide shipment volume in the third quarter of 2015.

In July 2014, we acquired RivieraWaves SAS ("RivieraWaves"), a privately-held, French company and a leading provider of wireless connectivity intellectual property for Wi-Fi and Bluetooth technologies. We agreed to pay an aggregate of \$18,378,000 to acquire RivieraWaves with \$14,678,000 paid at the closing of the acquisition and the remaining amount of \$3,700,000 is payable upon the satisfaction of certain milestones (the "Contingent Consideration"). During 2015, we fully paid the Contingent Consideration. In addition, in connection with the acquisition, we established an employee retention plan for RivieraWaves' employees at an expense of approximately \$3,400,000, payable on a semi-annual basis for a period of two years after the closing of the acquisition. As of December 31, 2015, we paid \$971,000 of the employee retention plan expenses.

We believe the adoption of our signal processing IP cores and software for smart, connected devices continues to progress. Devices for such markets include smartphones, tablets, smart home appliances, wearables, surveillance, connected car, drones, industrial and medical. During the fourth quarter of 2015, we concluded thirteen licensing deals, five of which were for our imaging and vision DSP, five for our connectivity IPs and three for our other DSP cores, platforms and software. These customers will incorporate our technology into smartphones, drones, surveillance systems, macro base stations, audio devices and connectivity for Internet of Things.



---

## [Table of Contents](#)

We believe the following key elements represent significant growth drivers for the company:

- CEVA is firmly established in the largest space in the semiconductor industry—baseband for mobile handsets. In particular, our presence in the 3G & LTE smartphone markets continue to grow as our customers targeting those markets are gaining market share at the expense of the incumbents. As a testament to this, our customers shipped seventy million LTE chipsets in 2015, up 541% over 2014. We anticipate our market share will continue to grow. The royalty we derive from smartphones is higher on average than that of feature phones, so we are set to benefit as handset markets around the world continue to transition and shift away from feature phones to smartphones.
- Our competitive edge in software-defined radio technology for next generation LTE and Wi-Fi technologies in base stations, and the inherent low cost and power performance balance of our technologies, put us in a strong position to simultaneously capitalize on mass market adoption of such technologies and address multiple market sectors, including small cells, macrocells, routers and machine-to-machine.
- Together with our presence in the baseband market, our acquisition of RivieraWaves allows us to expand further into Internet-of-Things applications. This acquisition substantially increased our overall addressable market to cover all categories of Bluetooth and Wi-Fi connected devices. Our addressable market size is expected to be 35 billion devices by 2020, per recent data from ABI Research. Already, shipments of products incorporating our Bluetooth IP are starting to become sizeable, with more than 121 million Bluetooth chips shipped in 2015 by our customers, up 206% year-over-year. We anticipate this growth in Bluetooth IP to continue.
- The market potential for intelligent audio processing required for IoT applications, including mobile, automotive and consumer devices, offers an additional growth segment for the company. Our proven track record in audio/voice, with more than 5 billion audio chips shipped to date, puts us in a strong position to power audio roadmaps across this new range of addressable end markets.
- The market potential for vision processing in automotive, mobile, consumer and IoT applications offers another growth segment for the company. Our CEVA-XM4 intelligent vision processor provides a highly compelling product offering for any camera-enabled device such as smartphones, tablets, automotive safety (ADAS), drones, robotics, security and surveillance, augmented reality (AR) and virtual reality (VR), drones, and signage. Per ABI Research, camera shipments are expected to exceed 2.7 billion units by 2018. We have already signed more than 20 licensing agreements for our imaging and vision DSPs across these markets, where our customers can add camera-related enhancements such as smarter autofocus, better picture using super resolution algorithms, and better image capture in low-light environments. Other customers can add video analytics support to enable new services like augmented reality, gesture recognition and advanced safety capabilities in cars. This revolution in vision processing is an opportunity for us to expand our footprint in smartphones and further into tablets, drones, surveillance and automotive applications.

As a result of our diversification strategy beyond baseband for handsets and our progress in addressing these new markets under the umbrella of the Internet-of-Things, we expect significant growth in our unit shipments for non-handset baseband applications over the next few years, up from approximately 167 million royalty-bearing units annually in 2015 to 700 to 900 million units annually by 2018. This will be in addition to our existing handset baseband business, which we believe will continue to be a significant growth driver for us.

Notwithstanding the various growth opportunities we have outlined above, our business operates in a highly competitive and cyclical environment. The maintenance of our competitive position and our future growth are dependent on our ability to adapt to ever-changing technologies, short product life cycles, evolving industry standards, changing customer needs and the trend towards Internet-of-Things, handset baseband, connectivity, and voice, audio and video convergence in the markets that we operate. Also, our business relies significantly on revenues derived from a limited number of customers. The discontinuation of product lines or market sectors that

---

## [Table of Contents](#)

incorporate our technology by our significant customers or a change in direction of their business and our inability to adapt our technology to their new business needs could have material negative implications for our future royalty revenues. For example, the shift away from feature phones by our customer Intel and the exiting of the handset baseband market by our customers Broadcom and STMicroelectronics have negatively impacted our royalty revenues in 2014. Moreover, competition has historically increased pricing pressures for our products and decreased our average selling prices. Royalty payments under our existing license agreements also could be lower than currently anticipated for a variety of reasons, including decreased royalty rates triggered by larger volume shipments, lower royalty rates negotiated with customers due to competitive pressure or consolidation among our customers. Some of our competitors have reduced their licensing and royalty fees to attract customers and expand their market share. In order to penetrate new markets and maintain our market share with our existing products, we may need to offer our products in the future at lower prices which may result in lower profits. In addition, our future growth is dependent not only on the continued success of our existing products but also the successful introduction of new products, which requires the dedication of resources into research and development which in turn may increase our operating expenses. Furthermore, since our products are incorporated into end products of our OEM and semiconductor customers, our business is very dependent on their ability to achieve market acceptance of their end products in the handset and consumer electronic markets, which are similarly very competitive. In addition, macroeconomic trends may significantly affect our operating results. For example, consolidation among our customers may negatively affect our revenue source, increase our existing customers' negotiation leverage and make us more dependent on a limited number of customers. Also, since we derive a significant portion of our revenues from the baseband handset market, any negative trends in that market would adversely affect our financial results.

Moreover, the semiconductor and consumer electronics industries remain volatile, which makes it extremely difficult for our customers and us to accurately forecast financial results and plan for future business activities. Our license arrangements have not historically provided for substantial ongoing license payments so revenue recognized from licensing arrangements vary significantly from period to period, depending on the number and size of deals closed during a quarter, and is difficult to predict. Moreover, our royalty revenues are based on the sales of products incorporating the semiconductors or other products of our customers, and as a result we do not have direct access to information that will help us anticipate the timing and amount of future royalties. We have very little visibility into the timetable of product shipments incorporating our technology by our customers. As a result, our past operating results should not be relied upon as an indication of future results.

### **CRITICAL ACCOUNTING POLICIES, ESTIMATES AND ASSUMPTIONS**

Our consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States (U.S. GAAP). These accounting principles require us to make certain estimates, judgments and assumptions. We believe that the estimates, judgments and assumptions upon which we rely are reasonable based upon information available to us at the time that these estimates, judgments and assumptions are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the financial statements, as well as the reported amounts of revenues and expenses during the periods presented. To the extent there are material differences between these estimates, judgments or assumptions and actual results, our financial statements will be affected. The significant accounting policies that we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- revenue recognition;
- Business combinations and valuation of goodwill and other acquired intangible assets;
- income taxes;
- equity-based compensation; and
- impairment of marketable securities;

---

## [Table of Contents](#)

In many cases, the accounting treatment of a particular transaction is specifically dictated by U.S. GAAP and does not require management's judgment in its application. There are also areas in which management's judgment in selecting among available alternatives would not produce a materially different result.

### ***Revenue Recognition***

Significant management judgments and estimates must be made and used in connection with the recognition of revenue in any accounting period. Material differences in the amount of revenue in any given period may result if these judgments or estimates prove to be incorrect or if management's estimates change on the basis of development of business or market conditions. Management's judgments and estimates have been applied consistently and have been reliable historically.

We generate our revenues from (1) licensing intellectual property, which in certain circumstances is modified for customer-specific requirements, (2) royalty revenues and (3) other revenues, which include revenues from support, training and sale of development systems. We license our IP to semiconductor companies throughout the world. These semiconductor companies then manufacture, market and sell custom-designed chipsets to OEMs of a variety of consumer electronics products. We also license our technology directly to OEMs, which are considered end users.

We account for our IP license revenues and related services in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") No. 985-605, "Software Revenue Recognition." Revenues are recognized when persuasive evidence of an arrangement exists and no further obligation exists, delivery has occurred, the license fee is fixed or determinable, and collection is reasonably assured. A license may be perpetual or time limited in its application. Revenue earned on licensing arrangements involving multiple elements are allocated to each element based on the "residual method" when vendor specific objective evidence ("VSOE") of fair value exists for all undelivered elements and VSOE does not exist for one of the delivered elements. VSOE of fair value of the undelivered elements is determined based on the substantive renewal rate as stated in the agreement.

Extended payment terms in a licensing arrangement may indicate that the license fees are not deemed to be fixed or determinable. If the fee is not fixed or determinable, revenue is recognized as payments become due from the customer unless collection is not considered reasonably assured, then revenue is recognized as payments are collected from the customer, provided all other revenue recognition criteria have been met.

Revenues from license fees that involve significant customization of our IP to customer-specific specifications are recognized in accordance with the principles set out in FASB ASC No. 605-35-25, "Construction-Type and Production-Type Contracts Recognition," using contract accounting on a percentage of completion method. The amount of revenue recognized is based on the total license fees under the agreement and the percentage of completion achieved. The percentage of completion is measured by the actual time incurred to date on the project compared to the total estimated project requirements, which correspond to the costs related to earned revenues. Provisions for estimated losses on uncompleted contracts are made during the period in which such losses are first determined, in the amount of the estimated loss on the entire contract.

Revenues that are derived from the sale of a licensee's products that incorporate our IP are classified as royalty revenues. Royalty revenues are recognized during the quarter in which we receive a report from the licensee detailing the shipment of products that incorporate our IP, which receipt is in the quarter following the licensee's sale of such products to its customers. Royalties are calculated either as a percentage of the revenues received by our licensees on sales of products incorporating our IP or on a per unit basis, as specified in the agreements with the licensees. Non-refundable payments on account of future royalties (prepaid royalties) are included within our licensing and related revenue line on the consolidated statements of operations. We may engage a third party to perform royalty audits of our licensees, and if these audits indicate any over- or under-reported royalties, we account for the results when the audits are resolved.

---

## [Table of Contents](#)

In addition to license fees, contracts with customers generally contain an agreement to provide for post contract support and training, which consists of telephone or e-mail support, correction of errors (bug fixing) and unspecified updates and upgrades. Fees for post contract support, which takes place after delivery to the customer, are specified in the contract and are generally mandatory for the first year. After the mandatory period, the customer may extend the support agreement on similar terms on an annual basis. We recognize revenue for post contract support on a straight-line basis over the period for which technical support is contractually agreed to be provided to the licensee, typically 12 months. Revenues from training are recognized as the training is performed.

Revenues from the sale of development systems are recognized when title to the product passes to the customer and all other revenue recognition criteria have been met.

We usually do not provide rights of return. When rights of return are included in the license agreements, revenue is deferred until rights of return expire.

### ***Business Combinations and Valuation of Goodwill and Other Acquired Intangible Assets***

We allocate the fair value of purchase price consideration to the tangible assets acquired, liabilities assumed and intangible assets acquired based on their estimated fair values. The excess of the fair value of purchase price consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Such valuations require management to make significant estimates and assumptions, especially with respect to intangible assets. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired customers, acquired technology, and trade names from a market participant perspective, useful lives, and discount rates. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates.

Contingent consideration liability in a business combination is recorded at fair value on the acquisition date. Contingent consideration liability will be adjusted to fair value at each reporting date through earnings until the contingency is resolved. The Contingent consideration fair value was based on management's analysis, forecasts and estimates, regarding the probability of the milestones being achieved and discount rate.

We review goodwill for impairment at least annually or more frequently if events or changes in circumstances indicate that the carrying value of goodwill may not be recoverable. If we determine that it is more likely than not that its fair value is less than its carrying amount, then the two-step goodwill impairment test will be performed. The first step, identifying a potential impairment, compares the fair value of the reporting unit with its carrying amount. If the carrying amount exceeds its fair value, the second step will be performed; otherwise, no further step is required. The second step, measuring the impairment loss, compares the implied fair value of the goodwill with the carrying amount of the goodwill. Any excess of the goodwill carrying amount over the applied fair value is recognized as an impairment loss, and the carrying value of goodwill is written down to fair value. During 2013, 2014 and 2015, no impairment of goodwill was identified.

Acquired finite-lived intangible assets are amortized over their estimated useful lives. We evaluate the recoverability of our intangible assets for possible impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If such review indicates that the carrying amount of property and equipment and intangible assets is not recoverable, the carrying amount of such assets is reduced to fair value. We have not recorded any such impairment charge during the years presented.

In addition to the recoverability assessment, we routinely review the remaining estimated useful lives of our finite-lived intangible assets. If we reduce the estimated useful life assumption for any asset, the remaining unamortized balance would be amortized over the revised estimated useful life.

---

## [Table of Contents](#)

### ***Income Taxes***

We are subject to income taxes mainly in Israel, France, the U.S. and Ireland. Significant judgment is required in evaluating our uncertain tax positions and determining our provision for income taxes. We recognize income taxes under the liability method. Tax benefits are recognized from uncertain tax positions only if we believe that it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. Although we believe we have adequately reserved for our uncertain tax positions, no assurance can be given that the final tax outcome of these matters will not be different. We adjust these reserves when facts and circumstances change, such as the closing of a tax audit, the refinement of an estimate or changes in tax laws. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact the provision for income taxes in the period in which such determination is made. The provision for income taxes includes the effects of any reserves that are considered appropriate, as well as the related net interest and penalties.

We recognize deferred tax assets and liabilities for future tax consequences arising from differences between the carrying amounts of existing assets and liabilities under GAAP and their respective tax bases, and for net operating loss carryforwards and tax credit carryforwards. We regularly review our deferred tax assets for recoverability and establish a valuation allowance if it is more likely than not that some portion or all of the deferred tax assets will not be realized. To make this judgment, we must make predictions of the amount and category of taxable income from various sources and weigh all available positive and negative evidence about these possible sources of taxable income.

Accounting for tax positions requires judgments, including estimating reserves for potential uncertainties. We also assess our ability to utilize tax attributes, including those in the form of carry forwards for which the benefits have already been reflected in the financial statements. While we believe the resulting tax balances as of December 31, 2014 and 2015 are appropriately accounted for, the ultimate outcome of such matters could result in favorable or unfavorable adjustments to our consolidated financial statements and such adjustments could be material. See Note 13 to our Consolidated Financial Statements for the year ended December 31, 2015 for further information regarding income taxes. We have filed or are in the process of filing local and foreign tax returns that are subject to audit by the respective tax authorities. The amount of income tax we pay is subject to ongoing audits by the tax authorities, which often result in proposed assessments. We believe that we adequately provided for any reasonably foreseeable outcomes related to tax audits and settlement. However, our future results may include favorable or unfavorable adjustments to our estimated tax liabilities in the period the assessments are made or resolved, audits are closed or when statute of limitations on potential assessments expire.

### ***Equity-Based Compensation***

We account for equity-based compensation in accordance with FASB ASC No. 718, "Stock Compensation" which requires the recognition of compensation expenses based on estimated fair values for all equity-based awards made to employees and non-employee directors.

We estimate the fair value of options and stock appreciation right ("SAR") awards on the date of grant using an option-pricing model. The value of the portion of an award that is ultimately expected to vest is recognized as an expense over the requisite service period in our consolidated statement of operations. We recognize compensation expenses for the value of our options and SARs, which have graded vesting based on the accelerated attribution method over the requisite service period of each of the awards, net of estimated forfeitures. Estimated forfeitures are based on actual historical pre-vesting forfeitures and the rate is adjusted to reflect changes in facts and circumstances, if any. Estimated forfeiture rate will be revised if actual forfeitures differ from the initial estimates.

We recognize compensation expenses for the value of our restricted stock unit ("RSU") awards, based on the straight-line method over the requisite service period of each of the awards, net of estimated forfeitures. The fair value of each RSU is the market value as determined by the closing price of the common stock on the day of grant.

---

## [Table of Contents](#)

We use the Monte-Carlo simulation model for options and SARs granted. Expected volatility was calculated based upon actual historical stock price movements over the most recent periods ending on the grant date, equal to the expected option and SAR term. We have historically not paid dividends and have no foreseeable plans to pay dividends. The risk-free interest rate is based on the yield from U.S. Treasury zero-coupon bonds with an equivalent term. The Monte-Carlo model also considers the suboptimal exercise multiple which is based on the average exercise behavior of our employees over the past years, the contractual term of the options and SARs, and the probability of termination or retirement of the holder of the options and SARs in computing the value of the options and SARs. Although our management believes that their estimates and judgments about equity-based compensation expense are reasonable, actual results and future changes in estimates may differ substantially from our current estimates.

### ***Impairment of Marketable Securities***

Marketable securities consist mainly of corporate bonds. We determine the appropriate classification of marketable securities at the time of purchase and re-evaluate such designation at each balance sheet date. In accordance with FASB ASC No. 320, "Investment Debt and Equity Securities," we classify marketable securities as available-for-sale. Available-for-sale securities are stated at fair value, with unrealized gains and losses reported in accumulated other comprehensive income (loss), a separate component of stockholders' equity, net of taxes. Realized gains and losses on sales of marketable securities, as determined on a specific identification basis, are included in financial income, net. The amortized cost of marketable securities is adjusted for amortization of premium and accretion of discount to maturity, both of which, together with interest, are included in financial income, net. We have classified all marketable securities as short-term, even though the stated maturity date may be one year or more beyond the current balance sheet date, because it is probable that we will sell these securities prior to maturity to meet liquidity needs or as part of risk versus reward objectives.

We recognize an impairment charge when a decline in the fair value of our investments in debt securities below the cost basis of such securities is judged to be other-than-temporary. The determination of credit losses requires significant judgment and actual results may be materially different from our estimates. Factors considered in making such a determination include the duration and severity of the impairment, the reason for the decline in value, the ability of the issuer to meet payment obligations and the potential recovery period. For securities that are deemed other-than-temporarily impaired, the amount of impairment is recognized in the statement of operations and is limited to the amount related to credit losses, while impairment related to other factors is recognized in other comprehensive income (loss).

During the years ended December 31, 2013, 2014 and 2015, no other-than temporary impairment were recorded related to our marketable securities.

### ***Recently Issued and Adopted Accounting Pronouncement***

In May 2014, the Financial Accounting Standards Board ("FASB") issued guidance related to revenue from contracts with customers. Under this guidance, revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The updated standard will replace most existing revenue recognition guidance under GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. As currently issued and amended, ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period; although early adoption is permitted for annual reporting periods beginning after December 15, 2016. We are currently evaluating the effect that the updated standard will have on our consolidated financial statements and related disclosures.

In November 2015, the FASB issued Accounting Standards Update No. 2015-17 (ASU 2015-17) "Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes." ASU 2015-17 simplifies the presentation of deferred income taxes by eliminating the separate classification of deferred income tax liabilities and assets into

## Table of Contents

current and noncurrent amounts in the consolidated balance sheet statement of financial position. The amendments in the update require that all deferred tax liabilities and assets be classified as noncurrent in the consolidated balance sheet. The amendments in this update are effective for annual periods beginning after December 15, 2016, and interim periods therein and may be applied either prospectively or retrospectively to all periods presented. Early adoption is permitted. We have early adopted this standard in the fourth quarter of 2015 on a retrospective basis. Prior years have been retrospectively adjusted.

In February 2016, the FASB issued ASU 2016-02, "Leases (Topic 842)," which will replace the existing guidance in ASC 840, "Leases." The updated standard aims to increase transparency and comparability among organizations by requiring lessees to recognize lease assets and lease liabilities on the balance sheet and requiring disclosure of key information about leasing arrangements. This ASU is effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods; early adoption is permitted and modified retrospective application is required. We are in the process of evaluating this guidance to determine the impact it will have on our financial statements.

## RESULTS OF OPERATIONS

The following table presents line items from our consolidated statements of operations as percentages of our total revenues for the periods indicated:

	2013	2014	2015
<b>Consolidated Statements of Operations Data:</b>			
Revenues:			
Licensing and related revenue	45.8%	55.8%	54.0%
Royalties	54.2%	44.2%	46.0%
Total revenues	100.0%	100.0%	100.0%
Cost of revenues	10.6%	9.8%	9.1%
Gross profit	89.4%	90.2%	90.9%
Operating expenses:			
Research and development, net	43.4%	50.8%	47.2%
Sales and marketing	20.6%	19.3%	17.1%
General and administrative	15.7%	15.9%	13.8%
Amortization of intangible assets	—	1.3%	2.2%
Total operating expenses	79.7%	87.3%	80.3%
Operating income	9.7%	2.9%	10.6%
Financial income, net	5.6%	1.9%	1.8%
Other loss	—	(0.8)%	—
Income before taxes on income	15.3%	4.0%	12.4%
Income taxes	1.6%	5.6%	1.9%
Net income (loss)	13.7%	(1.6)%	10.5%

## Discussion and Analysis

Below we provide information on the significant line items in our consolidated statements of operations for each of the past three fiscal years, including the percentage changes year-on-year, as well as an analysis of the principal drivers of change in these line items from year-to-year.

## [Table of Contents](#)

### Revenues

#### Total Revenues

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Total revenues (in millions)	\$48.9	\$50.8	\$59.5
Change year-on-year	—	3.9%	17.1%

The increase in total revenues from 2014 to 2015 reflected higher overall revenues. The increase in total revenues from 2013 to 2014 reflected higher licensing and related revenues, offset by lower royalty revenues.

We generate royalty revenues from our customers which ship units of chips incorporating our technologies. The royalties are invoiced and recognized on a quarterly basis in arrears as we receive quarterly shipment reports from our licensees. The royalty rate is based either on a certain percent of the chipset price or a fixed amount per chipset based on volume discounts.

We derive a significant amount of revenues from a limited number of customers. Sales to Spreadtrum represented 31%, 25% and 28% of our total revenues for 2015, 2014 and 2013, respectively. Due to our limited number of customers, the shift away from feature phones by Intel and the exiting of the handset baseband market by Broadcom and STMicroelectronics in 2014 negatively impacted our annual 2014 royalty revenues. With respect to our royalty revenues, two royalty paying customers each represented 10% or more of our total royalty revenues for 2015, and collectively represented 72% of our total royalty revenues for 2015; three royalty paying customers each representing 10% or more of our total royalty revenues for 2014, and collectively represented 79% of our total royalty revenues for 2014; and four royalty paying customers each represented 10% or more of our total royalty revenues for 2013 and collectively represented 81% of our total royalty revenues for 2013. We expect that a significant portion of our future revenues will continue to be generated by a limited number of customers. The concentration of our customers is explainable in part by consolidation in the semiconductor industry. The loss of any significant customer could adversely affect our near-term future operating results.

The following table sets forth the products and services as percentages of our total revenues in each of the periods set forth below:

	<u>Year ended December 31,</u>		
	<u>2013</u>	<u>2014</u>	<u>2015</u>
DSP products (DSP cores and platforms):			
Baseband for handset and other	76%	72%	68%
Other non-baseband (audio, imaging and vision)	17%	15%	14%
Connectivity products (Bluetooth, WiFi and SATA/SAS)	7%	13%	18%

We expect to continue to generate a significant portion of our revenues for 2016 from the above products and services.

#### Licensing and related revenue

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Licensing and related revenue (in millions)	\$22.4	\$28.3	\$32.1
Change year-on-year	—	26.7%	13.4%

The increase in licensing and related revenues from 2014 to 2015 principally reflected higher revenues from our connectivity IP products, mainly from Bluetooth IP, due to our acquisition of RivieraWaves back in July 2014, and from higher revenues of our imaging and vision DSP cores and platforms, partially offset by lower



## Table of Contents

revenues from our non-cellular baseband DSP cores and platforms. In 2015, we signed a record forty-seven licensing deals, generating all-time high annual licensing revenue. Of the forty-seven deals signed, twenty one were with first time CEVA customers and forty-three of these were for non-cellular baseband applications, illustrating the continued success of our investments and strategic initiatives to diversify and expand our business.

The increase in licensing and related revenue from 2013 to 2014 principally reflected higher revenues from our connectivity IP products, mainly from Bluetooth IP, due to our acquisition of RivieraWaves back in July 2014, and higher revenue from our DSP core family of products licensed to non-cellular baseband applications like vision, audio, voice and sensing.

Our technologies are now designed in by leading semiconductor companies and OEMs in their base stations, smartphone application processors, imaging chips, drones, surveillance systems, audio chips, as well as automotive, smart grid, Wi-Fi, satellite communication, connectivity, GPS devices and connectivity for Internet of Things.

Licensing and related revenue accounted for 54.0% of our total revenues for 2015, compared with 55.8% and 45.8% of our total revenues for 2014 and 2013, respectively. In 2015, we signed forty seven new license agreements, compared to thirty six and thirty in 2014 and 2013, respectively.

### Royalty Revenues

	2013	2014	2015
Royalty revenues (in millions)	\$26.5	\$ 22.5	\$27.4
Change year-on-year	—	(15.3)%	21.8%

Based on internal data and Strategy Analytics' provisional worldwide shipment data, CEVA's worldwide market share of baseband chips that incorporate our technologies represented approximately 30%, 34% and 39% of the worldwide baseband volume in 2015, 2014 and 2013, respectively, and accounted for approximately 88%, 86% and 84% of our total royalty revenues for 2015, 2014 and 2013, respectively.

The increase in royalty revenues from 2014 to 2015 mainly reflected a significant acceleration of CEVA-powered LTE smartphone shipments in the second half of the year, which enabled us to reach a record 70 million LTE units. The decrease in royalty revenues from 2013 to 2014 mainly reflected the decision of a few of our key customers to exit or refocus their efforts in the baseband market, like Broadcom, STMicroelectronics and Intel. The five largest royalty-paying customers accounted for 87% of our total royalty revenues in 2015, 2014 and 2013.

Our customers reported sales of 917 million chipsets incorporating our technologies in 2015, compared to 881 million in 2014 and 1,010 million in 2013. The increase in units shipped in 2015 as compared to 2014 primarily resulted from ramp up of both CEVA-powered LTE smartphones and Bluetooth products, offset by lower 2G products. The decrease in units shipped in 2014 as compared to 2013 primarily resulted from semiconductor customers exiting or re-focusing their baseband business.

### Geographic Revenue Analysis

	2013		2014		2015	
	(in millions, except percentages)					
United States	\$ 6.1	12.4%	\$11.7	23.0%	\$ 9.7	16.4%
Europe, Middle East (EME) (1)	\$13.4	27.4%	\$ 5.6	11.1%	\$ 7.1	11.9%
Asia Pacific (APAC) (2) (3)	\$29.4	60.2%	\$33.5	65.9%	\$42.7	71.7%
(1) Germany	\$ 5.5	11.3%	*)	*)	*)	*)
(2) China	\$20.5	41.9%	\$20.6	40.5%	\$30.0	50.4%
(3) S. Korea	*)	*)	*)	*)	\$ 6.2	10.4%

\*) Less than 10%

## Table of Contents

Due to the nature of our license agreements and the associated potential large individual contract amounts, the geographic split of revenues both in absolute dollars and percentage terms generally varies from period to period.

The decrease in revenues in absolute dollars and percentage terms in the United States from 2014 to 2015 reflected lower royalty revenues mainly from Broadcom. The increase in revenues in absolute dollars and percentage terms in the United States from 2013 to 2014 reflected higher licensing revenues of signal processing IP, partially offset by lower royalty revenues mainly from Broadcom.

The increase in revenues in absolute dollars and percentage in the EME region from 2014 to 2015 primarily reflected higher licensing activities, partially offset by lower royalty revenues mainly due to key customers that decided to exit or refocus their efforts in the baseband market, like STMicroelectronics and Intel. The decrease in revenues in absolute dollars and as a percentage in the EME region from 2013 to 2014 primarily reflected lower licensing activities and lower royalty revenues mainly due to key customers that decided to exit or refocus their efforts in the baseband market, like Intel, STMicroelectronics and Broadcom.

The increase in revenues in absolute dollars and percentage terms in the APAC region from 2014 to 2015 primarily reflected higher royalty revenues from production ramp up and market share gains of our customers. The increase in revenues in absolute dollars and percentage terms in the APAC region from 2013 to 2014 primarily reflected higher royalty revenues and higher licensing revenues due to new design wins for both baseband and non-baseband customers.

### Cost of Revenues

	2013	2014	2015
Cost of revenues (in millions)	\$5.2	\$ 5.0	\$5.4
Change year-on-year	—	(3.2)%	8.5%

Cost of revenues accounted for 9.1% of our total revenues for 2015, compared with 9.8% of our total revenues for 2014 and 10.6% of our total revenues for 2013. The absolute dollar increase in cost of revenues for 2015 as compared to 2014 principally reflected higher salary and related costs and higher payments to the Office of the Chief Scientist of Israel (the "OCS"). The absolute dollar decrease in cost of revenues for 2014 as compared to 2013 principally reflected lower sub-contractors costs and lower non-cash equity-based compensation expenses, partially offset by higher salary and related costs.

Cost of revenues includes labor-related costs and, where applicable, costs related to overhead, subcontractors, materials, travel, royalty expenses payments to the Office of the Chief Scientist of Israel and non-cash equity-based compensation expenses. Non-cash equity-based compensation expenses included in cost of revenues for the years 2015, 2014 and 2013 were \$155,000, \$193,000 and \$312,000, respectively. Royalty expenses relate to royalties payable to the Office of the Chief Scientist of Israel that amount to 3%-3.5% of the actual sales of certain of our products, the development of which previously included grants from the OCS. The obligation to pay these royalties is contingent on actual sales of these products.

### Operating Expenses

	2013	2014	2015
	(in millions)		
Research and development, net	\$21.2	\$25.8	\$28.1
Sales and marketing	\$10.1	\$ 9.8	\$10.2
General and administration	\$ 7.7	\$ 8.1	\$ 8.2
Amortization of intangible assets	—	\$ 0.6	\$ 1.3
Total operating expenses	\$39.0	\$44.3	\$47.8
Change year-on-year	—	13.8%	7.7%

## Table of Contents

The increase in total operating expenses for 2015 as compared to 2014 principally reflected: (1) higher salary and related costs, which mainly included salary and related costs associated with the RivieraWaves employees as a result of our acquisition in July 2014; (2) higher project-related expenses; and (3) amortization charges for intangible assets acquired from RivieraWaves, partially offset by French research tax benefits applicable to Crédit Impôt Recherche ("CIR") and lower non-cash equity-based compensation expenses. The increase in total operating expenses for 2014 as compared to 2013 principally reflected higher salary and related costs as a result of: (i) higher number of research and development personnel; (ii) first time salary and related costs associated with the RivieraWaves employees; (iii) retention costs for the RivieraWaves employees; and (iv) higher currency exchange expenses as a result of the devaluation of the U.S. dollar against the Israeli NIS, partially offset by higher than normal research grants received from the OCS and higher research tax benefits applicable to CIR.

### Research and Development Expenses, Net

	2013	2014	2015
Research and development expenses, net (in millions)	\$21.2	\$25.8	\$28.1
Change year-on-year	—	21.7%	8.8%

The net increase in research and development expenses for 2015 as compared to 2014 principally reflected: (1) higher salary and related costs, which mainly included: (i) higher number of research and development personnel; (ii) salary and related costs associated with the RivieraWaves employees as a result of our acquisition in July 2014; and (iii) salary raises and higher employee compensation accruals, partially offset by lower currency exchange expenses as a result of the devaluation of the Israeli NIS against the U.S. dollar, and (2) higher project-related expenses, partially offset by higher research tax benefits applicable to CIR and higher research grants received from the OCS. The net increase in research and development expenses for 2014 as compared to 2013 principally reflected: (1) higher salary and related costs, which mainly included: (i) higher number of research and development personnel; (ii) first time salary and related costs associated with the RivieraWaves employees; (iii) retention costs for the RivieraWaves employees; and (iv) higher currency exchange expenses as a result of the devaluation of the U.S. dollar against the Israeli NIS, and (2) higher project-related expenses, partially offset by significantly higher than normal research grants received from the OCS and higher research tax benefits applicable to CIR. The average number of research and development personnel in 2015 was 182, compared to 155 in 2014 and 129 in 2013. The number of research and development personnel was 184 at December 31, 2015 as compared with 174 at year-end 2014 and 140 at year-end 2013.

Research and development expenses, net of related government grants and CIR, were 47.2% of our total revenues for 2015, as compared with 50.8% for 2014 and 43.4% for 2013. We recorded research grants under funding programs of \$4,997,000 in 2015, compared with \$4,586,000 in 2014 and \$3,304,000 in 2013. We recorded CIR benefits of \$1,414,000 and \$675,000 in 2015 and 2014, respectively.

Research and development expenses consist primarily of salaries and associated costs and project-related expenses connected with the development of our intellectual property which are expensed as incurred, and non-cash equity-based compensation expenses. Non-cash equity-based compensation expenses included in research and development expenses, net for the years 2015, 2014 and 2013 were \$1,838,000, \$2,027,000 and \$2,014,000, respectively. Research and development expenses are net of related government research grants and research tax benefits applicable to CIR. We view research and development as a principal strategic investment and have continued our commitment to invest heavily in this area, which represents the largest of our ongoing operating expenses. We will need to continue to invest in research and development and such expenses may increase in the future to keep pace with new trends in our industry.

### Sales and Marketing Expenses

	2013	2014	2015
Sales and marketing expenses (in millions)	\$10.1	\$ 9.8	\$10.2
Change year-on-year	—	(2.7)%	3.6%

## Table of Contents

The increase in sales and marketing expenses for 2015 as compared to 2014 principally reflected higher salary and related costs, partially due to additional number of personnel, higher commission expenses and higher marketing and trade shows activities, offset by lower non-cash equity-based compensation expenses. The decrease in sales and marketing expenses for 2014 as compared to 2013 principally reflected lower non-cash equity-based compensation expenses.

Sales and marketing expenses as a percentage of our total revenues were 17.1% for 2015, as compared with 19.3% for 2014 and 20.6% for 2013. The total number of sales and marketing personnel was 34 at year-end 2015, as compared with 29 at year-end of both 2014 and 2013. Sales and marketing expenses consist primarily of salaries, commissions, travel and other costs associated with sales and marketing activities, as well as advertising, trade show participation, public relations and other marketing costs and non-cash equity-based compensation expenses. Non-cash equity-based compensation expenses included in sales and marketing expenses for the years 2015, 2014 and 2013 were \$568,000, \$909,000 and \$1,311,000, respectively.

### General and Administrative Expenses

	2013	2014	2015
General and administrative expenses (in millions)	\$7.7	\$8.1	\$8.2
Change year-on-year	—	5.0%	1.6%

The increase in general and administrative expenses for 2015 as compared to 2014 principally reflected higher salary and related costs, partially offset by lower non-cash equity-based compensation expenses. The increase in general and administrative expenses for 2014 as compared to 2013 principally reflected higher professional services cost associated with the RivieraWaves transaction and higher salary and related costs, partially offset by lower non-cash equity-based compensation expenses.

General and administrative expenses as a percentage of our total revenues were 13.8% for 2015, as compared with 15.9% for 2014 and 15.7% for 2013. The total number of general and administrative personnel was 23 at year-end 2015, as compared with 21 at year-end of both 2014 and 2013. General and administrative expenses consist primarily of fees for directors, salaries for management and administrative employees, accounting and legal fees, expenses related to investor relations and facilities expenses associated with general and administrative activities and non-cash equity-based compensation expenses. Non-cash equity-based compensation expenses included in general and administrative expenses for the years 2015, 2014 and 2013 were \$1,454,000, \$1,882,000 and \$2,283,000, respectively.

### Amortization of Intangible Assets

Our amortization charges were \$1.3 million and \$0.6 million for 2015 and 2014, respectively. The charges were incurred in connection with the amortization of intangible assets associated with the acquisition of RivieraWaves in July 2014. As of December 31, 2015, the net amount of intangible assets was \$4.2 million. There were no amortization charges for 2013.

### Financial Income, net

	2013	2014	2015
	(in millions)		
Financial income, net	\$ 2.71	\$ 0.97	\$ 1.07
of which:			
Interest income and gains and losses from marketable securities, net	\$ 2.76	\$ 1.71	\$ 1.66
Foreign exchange loss	\$(0.05)	\$(0.57)	\$(0.49)
Accretion of Contingent Consideration	—	\$(0.17)	\$(0.10)

---

## [Table of Contents](#)

Financial income, net, consists of interest earned on investments, gains and losses from sale of marketable securities, accretion (amortization) of discount (premium) on marketable securities, foreign exchange movements and changes in fair value related to Contingent Consideration as part of the acquisition of RivieraWaves.

The slight decrease in interest income and gains and losses from marketable securities, net, for 2015 as compared to 2014 reflected lower combined cash, bank deposits and marketable securities balances held, offset by higher yields. The decrease in interest income and gains and losses from marketable securities, net, for 2014 as compared to 2013 reflected lower combined cash, bank deposits and marketable securities balances held, lower gains on sale of marketable securities and lower yields.

We review our monthly expected major non-U.S. dollar denominated expenditures and look to hold equivalent non-U.S. dollar cash balances to mitigate currency fluctuations. However, our Euro cash balances increased significantly beyond our ordinary course Euro business liabilities as a result of the acquisition of RivieraWaves in July 2014 because we acquired cash balances of RivieraWaves on hand at the time of the closing of the transaction. This has resulted in an increase in foreign exchange loss during both 2015 and 2014 due to the devaluation of our Euro cash balances as the U.S. dollar strengthened significantly during those periods as compared to the Euro.

### *Other Loss*

In 2014, we received an initial consideration of 773,563 Euro (\$1,032,351) when Antcor Advanced Network Technologies S.A. (“Antcor”), a company in which we had a minority investment, was acquired. In 2015, we received 98,700 Euro (approximately \$111,000), which amount was held by the buyer to secure Antcor’s indemnification claims. Pursuant to the acquisition agreement, we may receive additional proceeds from the buyer within five years after closing of the acquisition based on achievement of certain performance and other milestones by Antcor. During the year ended December 31, 2014, we recorded a capital loss of \$0.4 million from the sale of our investment in Antcor as a result of the acquisition.

### *Provision for Income Taxes*

During the years 2015, 2014 and 2013, we recorded tax expenses of \$1.1 million, \$2.9 million and \$0.8 million, respectively. The decrease in provision for income taxes in 2015 as compared to 2014 principally reflected a one-time write off of a deferred tax asset in 2014 due to a change in the estimation for taxable income for future years of our U.S. operations, partially offset by: (i) higher income before taxes on income, and (ii) tax benefits in 2014 resulting from the expiration of statute of limitations in a certain foreign tax jurisdiction. The increase in provision for income taxes in 2014 as compared to 2013 principally reflected a one-time write off of a deferred tax asset due to a change in the estimation for taxable income for future years of our U.S. operations, partially offset by: (i) tax benefits resulting from expiration of statute of limitations in a certain foreign tax jurisdiction, (ii) lower income before taxes on income, and (iii) income tax benefit related to the RivieraWaves acquisition. We have significant operations in Israel and operations in France and the Republic of Ireland, and a substantial portion of our taxable income is generated in Israel. Currently, our Israeli and Irish subsidiaries are taxed at rates substantially lower than U.S. tax rates.

Our Irish subsidiary qualified for a 12.5% tax rate on its trade. Interest income generated by our Irish subsidiary is taxed at a rate of 25%. Our French subsidiary qualified for a 33.33% tax rate on its profits.

Our Israeli subsidiary is entitled to various tax benefits by virtue of the “Approved Enterprise” and/or “Benefited Enterprise” status granted to its eight investment programs, as defined by the Israeli Investment Law. In accordance with the Investment Law, our Israeli subsidiary’s first six investment programs were subject to corporate tax rate of 26.5% in 2015, and our Israeli subsidiary’s seventh and eighth investment programs were subject to corporate tax rate of 10% in 2015. However, our Israeli subsidiary received an approval for the erosion of tax basis with respect to its second, third, fourth, fifth and sixth investment programs, and this resulted in an

---

## [Table of Contents](#)

increase in the taxable income attributable to the seventh and eighth investment programs, which were subject to a reduced tax rate of 10% in 2015. The tax benefits under our Israeli subsidiary's active investment programs are scheduled to gradually expire starting in 2017.

To maintain our Israeli subsidiary's eligibility for the above tax benefits, it must continue to meet certain conditions under the Investment Law. Should our Israeli subsidiary fail to meet such conditions in the future, these benefits would be cancelled and it would be subject to corporate tax in Israel at the standard corporate rate and could be required to refund tax benefits already received, with interest and adjustments for inflation based on the Israeli consumer price index.

For more information about our provision for income taxes, see Note 13 to the attached Notes to Consolidated Financial Statement for the year ended December 31, 2015.

## **LIQUIDITY AND CAPITAL RESOURCES**

As of December 31, 2015, we had approximately \$18.9 million in cash and cash equivalents, \$30.8 million in short term bank deposits, \$48.3 million in marketable securities, and \$41.3 million in long term bank deposits, totaling \$139.3 million, as compared to \$129.9 million at December 31, 2014. The increase in 2015 as compared to 2014 principally reflected cash provided by operating activities and cash proceeds from exercise of stock-based awards, partially offset by cash used for the acquisition of RivieraWaves and the repurchase of 508,931 shares of common stock. During 2015, we invested \$83.1 million of cash in bank deposits and marketable securities with maturities up to 40 months from the balance sheet date. In addition, during the same period, bank deposits and marketable securities were sold or redeemed for cash amounting to \$75.6 million. During 2014, we invested \$89.9 million of cash in bank deposits and marketable securities with maturities up to 36 months from the balance sheet date. In addition, during the same period, bank deposits and marketable securities were sold or redeemed for cash amounting to \$102.9 million. During 2013, we invested \$105.0 million of cash in bank deposits and marketable securities with maturities up to 34 months from the balance sheet date. In addition, during the same period, bank deposits and marketable securities were sold or redeemed for cash amounting to \$116.1 million. All of our marketable securities are classified as available-for-sale. The purchase and sale or redemption of available-for-sale marketable securities are considered part of investing cash flow. Available-for-sale marketable securities are stated at fair value, with unrealized gains and losses reported in accumulated other comprehensive income (loss), a separate component of stockholders' equity, net of taxes. Realized gains and losses on sales of investments, as determined on a specific identification basis, are included in the consolidated statements of operations. We did not recognize any other-than-temporarily-impaired charges on marketable securities in 2015, 2014 and 2013. For more information about our marketable securities, see Notes 1 and 3 to the attached Notes to Consolidated Financial Statement for the year ended December 31, 2015.

Bank deposits are classified as short-term bank deposits and long-term bank deposits. Short-term bank deposits are deposits with maturities of more than three months but no longer than one year from the balance sheet date, whereas long-term bank deposits are deposits with maturities of more than one year as of the balance sheet date. Bank deposits are presented at their cost, including accrued interest, and purchases and sales are considered part of cash flows from investing activities.

### *Operating Activities*

Cash provided by operating activities in 2015 was \$19.4 million and consisted of net income of \$6.3 million, adjustments for non-cash items of \$7.8 million, and changes in operating assets and liabilities of \$5.3 million. Adjustments for non-cash items primarily consisted of \$2.4 million of depreciation and amortization of intangible assets, \$4.0 million of equity-based compensation expenses, \$1.1 million of amortization of premiums on available-for-sale marketable securities and \$0.2 million of unrealized foreign exchange loss. The increase in cash from changes in operating assets and liabilities primarily consisted of a decrease in trade receivables of \$4.3 million, an increase in deferred revenues of \$1.1 million and an increase in accrued payroll and related benefits of \$1.7 million, partially offset by an increase in deferred tax assets, net, of \$1.2 million and an increase in accrued interest on bank deposits of \$0.3 million.

---

## [Table of Contents](#)

Cash provided by operating activities in 2014 was \$9.1 million and consisted of net loss of \$0.8 million, adjustments for non-cash items of \$8.5 million, and changes in operating assets and liabilities of \$1.4 million. Adjustments for non-cash items primarily consisted of \$1.4 million of depreciation and amortization of intangible assets, \$5.0 million of equity-based compensation expenses, \$1.1 million of amortization of premiums on available-for-sale marketable securities, \$0.6 million of unrealized foreign exchange loss and \$0.4 million of loss on realization of investment in Antcor. The increase in cash from changes in operating assets and liabilities primarily consisted of a decrease in prepaid expenses and other current assets of \$0.8 million, a decrease in accrued interest on bank deposits of \$0.4 million, a decrease in deferred tax assets, net, of \$2.5 million, an increase in deferred revenues of \$1.0 million and an increase in accrued payroll and related benefits of \$0.8 million, partially offset by an increase in trade receivables of \$2.4 million, a decrease in trade payables of \$0.7 million and a decrease in income tax payable of \$1.1 million.

Cash provided by operating activities in 2013 was \$13.7 million and consisted of net income of \$6.7 million, adjustments for non-cash items of \$7.7 million, and changes in operating assets and liabilities of \$0.7 million. Adjustments for non-cash items primarily consisted of \$0.7 million of depreciation, \$5.9 million of equity-based compensation expenses and \$1.5 million of amortization of premiums on available-for-sale marketable securities. The slight decrease in cash from changes in operating assets and liabilities primarily consisted of an increase in deferred tax assets, net, of \$1.2 million and a decrease in accrued expenses and other payables of \$0.4 million, partially offset by a decrease in trade receivables of \$0.6 million and an increase of accrued payroll and related benefits of \$0.6 million.

Cash flows from operating activities may vary significantly from quarter to quarter depending on the timing of our receipts and payments. Our ongoing cash outflows from operating activities principally relate to payroll-related costs and obligations under our property leases and design tool licenses. Our primary sources of cash inflows are receipts from our accounts receivable, to some extent funding from the Office of Chief Scientist of Israel and interest earned from our cash, deposits and marketable securities. The timing of receipts of accounts receivable from customers is based upon the completion of agreed milestones or agreed dates as set out in the contracts.

### *Investing Activities*

Net cash used in investing activities in 2015 was \$9.6 million, as compared to net cash used in investing activities of \$0.9 million in 2014 and net cash provided by investing activities of \$9.3 million in 2013. We had a cash outflow of \$29.8 million with respect to investments in marketable securities and a cash inflow of \$28.1 million with respect to maturity and sell of marketable securities during 2015. Included in the cash outflow during 2015 was net investment of \$5.9 million in bank deposits. We had a cash outflow of \$38.4 million with respect to investments in marketable securities and a cash inflow of \$57.6 million with respect to maturity and sell of marketable securities during 2014 (to some extent, to finance the \$13.5 million cash payment, net of cash acquired, to acquire RivieraWaves in 2014). Included in the cash outflow during 2014 was net investment of \$6.2 million in bank deposits. We had a cash outflow of \$64.8 million and a cash inflow of \$64.2 million in respect of investments in marketable securities during 2013. Included in the cash inflow during 2013 was net proceeds of \$11.7 million from bank deposits. Capital equipment purchases of computer hardware and software used in engineering development, furniture and fixtures amounted to approximately \$2.2 million in 2015, \$1.4 million in 2014 and \$0.9 million in 2013. We had a cash inflow of \$0.1 million and \$1.0 million in 2015 and 2014, respectively, from the sale of our investment in Antcor. We had a cash outflow of \$0.9 million in 2013 from minority investments in two private companies.

### *Financing Activities*

Net cash used in financing activities in 2015, 2014 and 2013 was \$7.0 million, \$15.7 million and \$17.3 million, respectively.

## Table of Contents

In August 2008, we announced that our board of directors approved a share repurchase program for up to one million shares of common stock which was further extended collectively by an additional five million shares in 2010, 2013 and 2014. In 2015, we repurchased 508,931 shares of common stock at an average purchase price of \$19.80 per share for an aggregate purchase price of \$10.1 million. In 2014, we repurchased 1,227,148 shares of common stock at an average purchase price of \$15.20 per share for an aggregate purchase price of \$18.7 million. In 2013, we repurchased 1,257,004 shares of common stock at an average purchase price of \$15.76 per share for an aggregate purchase price of \$19.8 million. As of December 31, 2015, 491,069 shares of common stock remained authorized for repurchase pursuant to our share repurchase program.

In 2015, 2014 and 2013, we received \$6.7 million, \$3.0 million and \$2.5 million, respectively, from the exercise of stock-based awards.

In 2015, we paid \$3.7 million of the Contingent Consideration in connection with our acquisition of RivieraWaves.

In 2015, we classified \$0.1 million of excess tax benefit from equity-based compensation expenses as financing cash flows.

We believe that our cash and cash equivalent, short-term bank deposits and marketable securities, along with cash from operations, will provide sufficient capital to fund our operations for at least the next 12 months. We cannot provide assurance, however, that the underlying assumed levels of revenues and expenses will prove to be accurate.

In addition, as part of our business strategy, we occasionally evaluate potential acquisitions of businesses, products and technologies and minority equity investments. Accordingly, a portion of our available cash may be used at any time for the acquisition of complementary products or businesses or minority equity investments. Such potential transactions may require substantial capital resources, which may require us to seek additional debt or equity financing. We cannot assure you that we will be able to successfully identify suitable acquisition or investment candidates, complete acquisitions or investments, integrate acquired businesses into our current operations, or expand into new markets. Furthermore, we cannot provide assurance that additional financing will be available to us in any required time frame and on commercially reasonable terms, if at all. See “Risk Factors—We may seek to expand our business in ways that could result in diversion of resources and extra expenses.” for more detailed information.

### Contractual Obligations

The table below presents the principal categories of our contractual obligations as of December 31, 2015:

	Payments Due by Period				
	(\$ in thousands)				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating Lease Obligations—Leasehold properties	3,475	1,068	2,016	391	—
Purchase Obligations—design tools	931	931	—	—	—
Other purchase Obligations	578	578	—	—	—
Total	4,984	2,577	2,016	391	—

Operating leasehold obligations principally relate to our offices in Israel, Ireland, France, China and the United States. Purchase obligations relate to license agreements entered into for maintenance of design tools. Other purchase obligations consist of capital and operating purchase order commitments. Other than set forth in the table above, we have no long-term debt or capital lease obligations.



---

## [Table of Contents](#)

At December 31, 2015, our income tax payable, net of withholding tax credits, included \$3,076,000 related to uncertain tax positions. Due to uncertainties in the timing of the completion of tax audits, the timing of the resolution of these positions is uncertain and we are unable to make a reasonably reliable estimate of the timing of payments. As a result, this amount is not included in the above table.

In addition, at December 31, 2015, the amount of accrued severance pay was \$7,571,000. Severance pay relates to accrued severance obligations to our Israeli employees as required under Israeli labor laws. These obligations are payable only upon termination, retirement or death of the respective employee. Of this amount, only \$274,000 is unfunded.

### **Off-Balance Sheet Arrangements**

We do not have any off-balance sheet arrangements, as such term is defined in recently enacted rules by the Securities and Exchange Commission, that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors.

### **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

A majority of our revenues and a portion of our expenses are transacted in U.S. dollars and our assets and liabilities together with our cash holdings are predominately denominated in U.S. dollars. However, the majority of our expenses are denominated in currencies other than the U.S. dollar, principally the NIS and the Euro. Increases in volatility of the exchange rates of currencies other than the U.S. dollar versus the U.S. dollar could have an adverse effect on the expenses and liabilities that we incur when remeasured into U.S. dollars. We review our monthly expected non-U.S. dollar denominated expenditures and look to hold equivalent non-U.S. dollar cash balances to mitigate currency fluctuations. However, during the second half of 2014, our Euro cash balances increased significantly beyond our ordinary course Euro business liabilities as a result of the acquisition of RivieraWaves. This has resulted in a foreign exchange loss of \$0.49 million, \$0.57 million and \$0.05 million for 2015, 2014 and 2013, respectively. The foreign exchange losses during 2015 and 2014 principally reflected a significant devaluation of our Euro cash balances as the U.S. dollar strengthened significantly as compared to the Euro.

As a result of currency fluctuations and the remeasurement of non-U.S. dollar denominated expenditures to U.S. dollars for financial reporting purposes; we may experience fluctuations in our operating results on an annual and quarterly basis. To protect against the increase in value of forecasted foreign currency cash flow resulting from salaries paid in currencies other than the U.S. dollar during the year, we follow a foreign currency cash flow hedging program. We hedge portions of the anticipated payroll for our non-U.S. employees denominated in currencies other than the U.S. dollar for a period of one to twelve months with forward and option contracts. During 2015, 2014 and 2013, we recorded accumulated other comprehensive gain of \$65,000, accumulated other comprehensive loss of \$41,000 and accumulated other comprehensive loss of \$210,000, respectively, from our forward and option contracts, net of taxes, with respect to anticipated payroll expenses for our non-U.S. employees. As of December 31, 2015, the amount of other comprehensive gain from our forward and option contracts, net of taxes, was \$8,000, which will be recorded in the consolidated statements of operations during the following three months. We recognized a net gain of \$0.10 million for 2015, a net loss of \$0.38 million for 2014 and a net gain of \$0.52 million for 2013, related to forward and options contracts. We note that hedging transactions may not successfully mitigate losses caused by currency fluctuations. We expect to continue to experience the effect of exchange rate and currency fluctuations on an annual and quarterly basis.

The majority of our cash and cash equivalents are invested in high grade certificates of deposits with major U.S., European and Israeli banks. Generally, cash and cash equivalents and bank deposits may be redeemed and therefore minimal credit risk exists with respect to them. Nonetheless, deposits with these banks exceed the

---

## [Table of Contents](#)

Federal Deposit Insurance Corporation (“FDIC”) insurance limits or similar limits in foreign jurisdictions, to the extent such deposits are even insured in such foreign jurisdictions. While we monitor on a systematic basis the cash and cash equivalent balances in the operating accounts and adjust the balances as appropriate, these balances could be impacted if one or more of the financial institutions with which we deposit our funds fails or is subject to other adverse conditions in the financial or credit markets. To date, we have experienced no loss of principal or lack of access to our invested cash or cash equivalents; however, we can provide no assurance that access to our invested cash and cash equivalents will not be affected if the financial institutions that we hold our cash and cash equivalents fail.

We hold an investment portfolio consisting principally of corporate bonds. We have the ability to hold such investments until recovery of temporary declines in market value or maturity. Accordingly, as of December 31, 2015, we believe the losses associated with our investments are temporary and no impairment loss was recognized in 2015. However, we can provide no assurance that we will recover present declines in the market value of our investments.

Interest income and gains and losses from marketable securities, net, were \$1.66 million in 2015, \$1.71 million in 2014 and \$2.76 million in 2013. The slight decrease in interest income and gains and losses from marketable securities, net, for 2015 as compared to 2014 reflected lower combined cash, bank deposits and marketable securities balances held, offset by higher yields. The decrease in interest income and gains and losses from marketable securities, net, for 2014 as compared to 2013 reflected lower combined cash, bank deposits and marketable securities balances held, lower gains on sale of marketable securities and lower yields.

We are exposed primarily to fluctuations in the level of U.S. interest rates. To the extent that interest rates rise, fixed interest investments may be adversely impacted, whereas a decline in interest rates may decrease the anticipated interest income for variable rate investments. We typically do not attempt to reduce or eliminate our market exposures on our investment securities because the majority of our investments are short-term. We currently do not have any derivative instruments but may put them in place in the future. Fluctuations in interest rates within our investment portfolio have not had, and we do not currently anticipate such fluctuations will have, a material effect on our financial position on an annual or quarterly basis.

### **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

See the Index to Financial Statements and Supplementary Data on page F-1.

### **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

Not Applicable.

### **ITEM 9A. CONTROLS AND PROCEDURES**

#### **Evaluation of Disclosure Controls and Procedures.**

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2015.

There has been no change in our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected or is reasonably likely to materially affect our internal control over financial reporting.

---

[Table of Contents](#)

**Management's Annual Report on Internal Control Over Financial Reporting.**

CEVA, Inc.'s management is responsible for establishing and maintaining adequate internal control over the company's financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. CEVA, Inc.'s internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. There are inherent limitations in the effectiveness of any internal control, including the possibility of human error and the circumvention or overriding of controls. Accordingly, even effective internal controls can provide only reasonable assurances with respect to financial statement preparation. Further because of changes in conditions, the effectiveness of internal controls may vary over time such that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of CEVA, Inc.'s internal control over financial reporting as of December 31, 2015. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (COSO) in Internal Control-Integrated Framework. Based on its assessment using those criteria, management believes that CEVA, Inc.'s internal control over financial reporting was effective as of December 31, 2015.

CEVA, Inc.'s independent registered public accountants audited the financial statements included in this Annual Report on Form 10-K and have issued a report concurring with management's assessment of the company's internal control over financial reporting, which appears in Item 8 of this Annual Report.

**ITEM 9B. OTHER INFORMATION**

None.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information regarding our directors required by this item is incorporated herein by reference to the 2016 Proxy Statement. Information regarding the members of the Audit Committee, our code of business conduct and ethics, the identification of the Audit Committee Financial Expert, stockholder nominations of directors and compliance with Section 16(a) of the Securities Exchange Act of 1934 is also incorporated herein by reference to the 2016 Proxy Statement.

The information regarding our executive officers required by this item is contained in Part I of this annual report.

**ITEM 11. EXECUTIVE COMPENSATION**

The information required by this item is incorporated herein by reference to the 2016 Proxy Statement.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCK HOLDER MATTERS**

The information required by this item is incorporated herein by reference to the 2016 Proxy Statement.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this item is incorporated herein by reference to the 2016 Proxy Statement.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this item is incorporated herein by reference to the 2016 Proxy Statement.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) *The following documents are filed as part of or are included in this Annual Report on Form 10-K:*

1. Financial Statements:

- Consolidated Balance Sheets as of December 31, 2015 and 2014.
- Consolidated Statements of Operations for the Years Ended December 31, 2015, 2014 and 2013.
- Consolidated Statements of Comprehensive Income (Loss) for the Years Ended December 31, 2015, 2014 and 2013.
- Statements of Changes in Stockholders' Equity for the Years Ended December 31, 2015, 2014 and 2013.
- Consolidated Statements of Cash Flows for the Years Ended December 31, 2015, 2014 and 2013.
- Notes to the Consolidated Financial Statements.

2. Financial Statement Schedules:

- Schedule II: Valuation and Qualifying Accounts.

Other financial statement schedules have been omitted since they are either not required or the information is otherwise included.

3. Exhibits:

The exhibits filed as part of this Annual Report on Form 10-K are listed on the exhibit index immediately preceding such exhibits, which exhibit index is incorporated herein by reference. Some of these documents have previously been filed as exhibits with the Securities and Exchange Commission and are being incorporated herein by reference to such earlier filings. CEVA's file number under the Securities Exchange Act of 1934 is 000-49842.

---

[Table of Contents](#)

CEVA, INC.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CONSOLIDATED FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2015

	<u>Page</u>
<a href="#">Reports of Independent Registered Public Accounting Firm</a>	F-2
<a href="#">Consolidated Balance Sheets</a>	F-4
<a href="#">Consolidated Statements of Operations</a>	F-5
<a href="#">Consolidated Statements of Comprehensive Income (Loss)</a>	F-6
<a href="#">Statements of Changes in Stockholders' Equity</a>	F-7
<a href="#">Consolidated Statements of Cash Flows</a>	F-8
<a href="#">Notes to Consolidated Financial Statements</a>	F-9

F-1

CEVA, INC.



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

The Board of Directors and Stockholders of CEVA, Inc.

We have audited the accompanying consolidated balance sheets of CEVA, Inc. as of December 31, 2014 and 2015, and the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at item 15(a) 2. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of CEVA, Inc. at December 31, 2014 and 2015, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), CEVA, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 11, 2016 expressed an unqualified opinion thereon.

/s/KOST FORER GABBAY & KASIERER

A Member of Ernst & Young Global

Tel Aviv, Israel

March 11, 2016

CEVA, INC.



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

The Board of Directors and Stockholders of CEVA, Inc.

We have audited CEVA, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). CEVA, Inc.'s management is responsible for maintaining effectiveness of internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, CEVA, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of CEVA, Inc. as of December 31, 2014 and 2015 and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2015 of CEVA, Inc. and our report dated March 11, 2016 expressed an unqualified opinion thereon.

/s/KOST FORER GABBAY & KASIERER

A Member of Ernst & Young Global

Tel Aviv, Israel

March 11, 2016



**CEVA, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(U.S. dollars in thousands, except share and per share data)

	December 31,	
	2014	2015
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 16,166	\$ 18,909
Short-term bank deposits	37,444	30,767
Marketable securities (Note 3)	47,833	48,266
Trade receivables (net of allowance for doubtful accounts of \$25 at December 31, 2015 and December 31, 2014)	8,347	4,068
Prepaid expenses and other current assets	3,982	4,017
Total current assets	<u>113,772</u>	<u>106,027</u>
Long-term assets:		
Bank deposits	28,424	41,334
Severance pay fund	7,011	7,297
Deferred tax assets (Note 13)	1,263	1,628
Property and equipment, net (Note 5)	2,605	3,731
Goodwill (Note 6)	46,612	46,612
Intangible assets, net (Note 6)	5,512	4,214
Investments in other company	1,806	1,806
Total long-term assets	<u>93,233</u>	<u>106,622</u>
Total assets	<u>\$207,005</u>	<u>\$212,649</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Trade payables	\$ 864	\$ 693
Deferred revenues	1,681	2,763
Accrued expenses and other payables (Note 7)	3,793	3,633
Contingent consideration (Note 2)	3,603	—
Accrued payroll and related benefits	10,054	11,894
Total current liabilities	<u>19,995</u>	<u>18,983</u>
Long-term liabilities:		
Accrued severance pay	7,096	7,571
Deferred tax liabilities (Note 13)	865	—
Total long-term liabilities	<u>7,961</u>	<u>7,571</u>
Stockholders' equity (Note 8):		
Preferred stock:		
\$0.001 par value: 5,000,000 shares authorized; none issued and outstanding	—	—
Common stock:		
\$0.001 par value: 60,000,000 shares authorized; 23,595,160 shares issued at December 31, 2014 and 2015; 20,252,490 and 20,529,933 shares outstanding at December 31, 2014 and 2015, respectively	20	21
Additional paid in-capital	209,426	208,744
Treasury stock at cost (3,342,670 and 3,065,227 shares of common stock at December 31, 2014 and 2015, respectively)	(54,708)	(51,798)
Accumulated other comprehensive loss (Note 10)	(436)	(419)
Retained earnings	24,747	29,547
Total stockholders' equity	<u>179,049</u>	<u>186,095</u>
Total liabilities and stockholders' equity	<u>\$207,005</u>	<u>\$212,649</u>

The accompanying notes are an integral part of the consolidated financial statements.

**CEVA, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(U.S. dollars in thousands, except per share data)**

	Year Ended December 31,		
	2013	2014	2015
Revenues:			
Licensing and related revenue	\$22,372	\$28,348	\$32,135
Royalties	26,528	22,460	27,364
Total revenues	<u>48,900</u>	<u>50,808</u>	<u>59,499</u>
Cost of revenues	5,163	5,000	5,424
Gross profit	<u>43,737</u>	<u>45,808</u>	<u>54,075</u>
Operating expenses:			
Research and development, net	21,216	25,828	28,113
Sales and marketing	10,092	9,815	10,168
General and administrative	7,670	8,054	8,184
Amortization of intangible assets (Note 6)	—	649	1,298
Total operating expenses	<u>38,978</u>	<u>44,346</u>	<u>47,763</u>
Operating income	4,759	1,462	6,312
Financial income, net (Note 12)	2,714	975	1,069
Other loss (Note 1)	—	(404)	—
Income before taxes on income	7,473	2,033	7,381
Income taxes (Note 13)	788	2,852	1,114
Net income (loss)	<u>\$ 6,685</u>	<u>\$ (819)</u>	<u>\$ 6,267</u>
Basic net income (loss) per share	<u>\$ 0.30</u>	<u>\$ (0.04)</u>	<u>\$ 0.31</u>
Diluted net income (loss) per share	<u>\$ 0.30</u>	<u>\$ (0.04)</u>	<u>\$ 0.30</u>
Weighted average shares used to compute net income (loss) per share (in thousands):			
Basic	<u>22,009</u>	<u>20,622</u>	<u>20,480</u>
Diluted	<u>22,465</u>	<u>20,622</u>	<u>20,989</u>

The accompanying notes are an integral part of the consolidated financial statements.

**CEVA, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**(U.S. dollars in thousands)**

	<u>Year Ended December 31,</u>		
	<u>2013</u>	<u>2014</u>	<u>2015</u>
Net income (loss):	\$6,685	\$ (819)	\$6,267
Other comprehensive income (loss) before tax:			
Available-for-sale securities:			
Changes in unrealized gains (losses)	65	(324)	(151)
Reclassification adjustments for (gains) losses included in net income	<u>(379)</u>	<u>(6)</u>	<u>78</u>
Net change	<u>(314)</u>	<u>(330)</u>	<u>(73)</u>
Cash flow hedges:			
Changes in unrealized gains (losses)	283	(430)	177
Reclassification adjustments for (gains) losses included in net income	<u>(515)</u>	<u>382</u>	<u>(104)</u>
Net change	<u>(232)</u>	<u>(48)</u>	<u>73</u>
Other comprehensive income (loss) before tax	<u>(546)</u>	<u>(378)</u>	<u>—</u>
Income tax benefit related to components of other comprehensive income (loss)	<u>(105)</u>	<u>(23)</u>	<u>(17)</u>
Other comprehensive income (loss), net of taxes	<u>(441)</u>	<u>(355)</u>	<u>17</u>
Comprehensive income (loss)	<u>\$6,244</u>	<u>\$(1,174)</u>	<u>\$6,284</u>

The accompanying notes are an integral part of the consolidated financial statements.

**CEVA, INC.**  
**STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
(U.S. dollars in thousands, except share data)

	Common Stock		Additional paid-in capital	Treasury stock	Accumulated other comprehensive income (loss)	Retained earnings	Total stockholders' equity
	Number of shares outstanding	Amount					
<b>Balance as of January 1, 2013</b>	22,187,367	\$ 22	\$198,495	\$(25,694)	\$ 360	\$22,885	\$ 196,068
Net income	—	—	—	—	—	6,685	6,685
Other comprehensive loss	—	—	—	—	(441)	—	(441)
Equity-based compensation	—	—	5,920	—	—	—	5,920
Purchase of Treasury stock	(1,257,004)	(1)	—	(19,815)	—	—	(19,816)
Issuance of Treasury stock upon exercise of stock-based awards	251,367	— (*)	—	4,504	—	(2,025)	2,479
<b>Balance as of December 31, 2013</b>	<u>21,181,730</u>	<u>\$ 21</u>	<u>\$204,415</u>	<u>\$(41,005)</u>	<u>\$ (81)</u>	<u>\$27,545</u>	<u>\$ 190,895</u>
Net loss	—	—	—	—	—	(819)	(819)
Other comprehensive loss	—	—	—	—	(355)	—	(355)
Equity-based compensation	—	—	5,011	—	—	—	5,011
Purchase of Treasury stock	(1,227,148)	(1)	—	(18,656)	—	—	(18,657)
Issuance of Treasury stock upon exercise of stock-based awards	297,908	— (*)	—	4,953	—	(1,979)	2,974
<b>Balance as of December 31, 2014</b>	<u>20,252,490</u>	<u>\$ 20</u>	<u>\$209,426</u>	<u>\$(54,708)</u>	<u>\$ (436)</u>	<u>\$24,747</u>	<u>\$ 179,049</u>
Net income	—	—	—	—	—	6,267	6,267
Other comprehensive income	—	—	—	—	17	—	17
Equity-based compensation	—	—	4,015	—	—	—	4,015
Tax benefit related to exercise of stock-based awards	—	—	112	—	—	—	112
Purchase of Treasury stock	(508,931)	—	—	(10,078)	—	—	(10,078)
Issuance of Treasury stock upon exercise of stock-based awards	786,374	1	(4,809)	12,988	—	(1,467)	6,713
<b>Balance as of December 31, 2015</b>	<u>20,529,933</u>	<u>\$ 21</u>	<u>\$208,744</u>	<u>\$(51,798)</u>	<u>\$ (419)</u>	<u>\$29,547</u>	<u>\$ 186,095</u>
Accumulated unrealized loss from available-for-sale securities, net of taxes of \$66					\$ (427)		
Accumulated unrealized gain from hedging activities, net of taxes of \$1					\$ 8		
Accumulated other comprehensive loss, net as of December 31, 2015					\$ (419)		

(\*) Represent an amount lower than \$1.

The accompanying notes are an integral part of the consolidated financial statements.

**CEVA, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(U.S. dollars in thousands)**

	Year ended December 31,		
	2013	2014	2015
<b>Cash flows from operating activities:</b>			
Net income (loss)	\$ 6,685	\$ (819)	\$ 6,267
Adjustments required to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	670	752	1,058
Amortization of intangible assets	—	649	1,298
Equity-based compensation	5,920	5,011	4,015
Realized (gain) loss, net on sale of available-for-sale marketable securities	(379)	(6)	78
Amortization of premiums on available-for-sale marketable securities	1,504	1,121	1,111
Unrealized foreign exchange (gain) loss	(49)	604	237
Loss on realization of investment in other company	—	404	—
Changes in operating assets and liabilities:			
Trade receivables	603	(2,381)	4,279
Prepaid expenses and other current assets	146	819	(136)
Accrued interest on bank deposits	(245)	351	(318)
Deferred tax, net	(1,191)	2,531	(1,213)
Trade payables	(102)	(655)	(161)
Deferred revenues	(242)	950	1,082
Accrued expenses and other payables	(394)	(188)	(158)
Accretion of contingent consideration	—	169	97
Accrued payroll and related benefits	568	800	1,679
Income taxes payable	207	(1,057)	93
Excess tax benefit from equity-based compensation	—	—	(112)
Accrued severance pay, net	6	54	184
Net cash provided by operating activities	<u>13,707</u>	<u>9,109</u>	<u>19,380</u>
<b>Cash flows from investing activities:</b>			
Acquisition of subsidiary, net of cash acquired (Note 1)	—	(13,489)	—
Purchase of property and equipment	(894)	(1,416)	(2,184)
Investment in bank deposits	(40,190)	(51,511)	(53,328)
Proceeds from bank deposits	51,850	45,306	47,451
Investment in available-for-sale marketable securities	(64,760)	(38,413)	(29,800)
Proceeds from maturity of available-for-sale marketable securities	8,686	2,033	4,392
Proceeds from sale of available-for-sale marketable securities	55,514	55,566	23,713
Investments in other companies	(934)	—	—
Proceeds from realization of investment in other company	—	1,032	111
Net cash provided by (used in) investing activities	<u>9,272</u>	<u>(892)</u>	<u>(9,645)</u>
<b>Cash flows from financing activities:</b>			
Payment of contingent consideration (Note 1)	—	—	(3,700)
Purchase of Treasury Stock	(19,816)	(18,657)	(10,078)
Proceeds from exercise of stock-based awards	2,479	2,974	6,713
Excess tax benefit from equity-based compensation	—	—	112
Net cash used in financing activities	<u>(17,337)</u>	<u>(15,683)</u>	<u>(6,953)</u>
Effect of exchange rate changes on cash and cash equivalents	53	(485)	(39)
Increase (decrease) in cash and cash equivalents	5,695	(7,951)	2,743
Cash and cash equivalents at the beginning of the year	18,422	24,117	16,166
Cash and cash equivalents at the end of the year	<u>\$ 24,117</u>	<u>\$ 16,166</u>	<u>\$ 18,909</u>
<b>Supplemental information of cash-flows activities:</b>			
<b>Cash paid during the year for:</b>			
Income and withholding taxes, net of refunds	<u>\$ 1,851</u>	<u>\$ 1,276</u>	<u>\$ 2,185</u>

The accompanying notes are an integral part of the consolidated financial statements.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
(in thousands, except share data)

NOTE 1: ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

**Organization:**

CEVA, Inc. ("CEVA" or the "Company") was incorporated in Delaware on November 22, 1999. The Company was formed through the combination of Parthus Technologies plc ("Parthus") and the digital signal processor (DSP) cores licensing business and operations of DSP Group, Inc. in November 2002. The Company had no business or operations prior to the combination.

CEVA licenses a family of signal processing IPs, including programmable DSP cores and application-specific platforms for vision, imaging, audio and voice, and communications technologies, including wireless and wired modems, Wi-Fi, Bluetooth, and Serial ATA (SATA) and Serial Attached SCSI (SAS).

CEVA's technologies are licensed to leading semiconductor and original equipment manufacturer (OEM) companies in the form of intellectual property (IP). These companies design, manufacture, market and sell application-specific integrated circuits ("ASICs") and application-specific standard products ("ASSPs") based on CEVA's technology to wireless, consumer electronics and automotive companies for incorporation into a wide variety of end products.

**Basis of presentation:**

The consolidated financial statements have been prepared according to U.S. Generally Accepted Accounting Principles ("U.S. GAAP").

**Use of estimates:**

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions. The Company's management believes that the estimates, judgments and assumptions used are reasonable based upon information available at the time they are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the dates of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Financial statements in U.S. dollars:**

A majority of the revenues of the Company and its subsidiaries is generated in U.S. dollars ("dollars"). In addition, a portion of the Company and its subsidiaries' costs are incurred in dollars. The Company's management has determined that the dollar is the primary currency of the economic environment in which the Company and its subsidiaries principally operate. Thus, the functional and reporting currency of the Company and its subsidiaries is the dollar.

Accordingly, monetary accounts maintained in currencies other than the dollar are remeasured into dollars in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") No. 830, "Foreign Currency Matters." All transaction gains and losses from remeasurement of monetary balance sheet items are reflected in the consolidated statements of operations as financial income or expenses, as appropriate, which is included in "financial income, net." The foreign exchange losses arose principally on the Euro and the NIS liabilities as a result of the currency fluctuations of the Euro and the NIS against the dollar.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

***Principles of consolidation:***

The consolidated financial statements incorporate the financial statements of the Company and all of its subsidiaries. All significant inter-company balances and transactions have been eliminated on consolidation.

***Cash equivalents:***

Cash equivalents are short-term highly liquid investments that are readily convertible to cash with original maturities of three months or less from the date acquired.

***Short-term bank deposits:***

Short-term bank deposits are deposits with maturities of more than three months but less than one year from the balance sheet date. The deposits are presented at their cost, including accrued interest. The deposits bear interest annually at an average rate of 1.88%, 1.58% and 1.51% during 2013, 2014 and 2015, respectively.

***Marketable securities:***

Marketable securities consist mainly of corporate bonds. The Company determines the appropriate classification of marketable securities at the time of purchase and re-evaluates such designation at each balance sheet date. In accordance with FASB ASC No. 320 "Investments- Debt and Equity Securities," the Company classifies marketable securities as available-for-sale. Available-for-sale securities are stated at fair value, with unrealized gains and losses reported in accumulated other comprehensive income (loss), a separate component of stockholders' equity, net of taxes. Realized gains and losses on sales of marketable securities, as determined on a specific identification basis, are included in financial income, net. The amortized cost of marketable securities is adjusted for amortization of premium and accretion of discount to maturity, both of which, together with interest, are included in financial income, net. The Company has classified all marketable securities as short-term, even though the stated maturity date may be one year or more beyond the current balance sheet date, because it is probable that the Company will sell these securities prior to maturity to meet liquidity needs or as part of risk versus reward objectives.

The Company recognizes an impairment charge when a decline in the fair value of its investments in debt securities below the cost basis of such securities is judged to be other-than-temporary. Factors considered in making such a determination include the duration and severity of the impairment, the reason for the decline in value and the potential recovery period. For securities that are deemed other-than-temporarily impaired ("OTTI"), the amount of impairment is recognized in the statement of operations and is limited to the amount related to credit losses, while impairment related to other factors is recognized in other comprehensive income (loss). The Company did not recognize OTTI on its marketable securities in 2013, 2014 and 2015.

***Long-term bank deposits:***

Long-term bank deposits are deposits with maturities of more than one year as of the balance sheet date. The deposits presented at their cost, including accrued interest. The deposits bear interest annually at an average rate of 2.14%, 1.74% and 1.82% during 2013, 2014 and 2015, respectively.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

**Property and equipment, net:**

Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, at the following annual rates:

	%
Computers, software and equipment	10-33
Office furniture and equipment	7-33
Leasehold improvements	10-25

(the shorter of the expected  
lease term or useful  
economic life)

The Company's long-lived assets are reviewed for impairment in accordance with FASB ASC No. 360-10-35, "Impairment or Disposal of Long-Lived Assets," whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the carrying amount of an asset to be held and used is measured by a comparison of its carrying amount to the future undiscounted cash flows expected to be generated by such asset. If such asset is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of such asset exceeds its fair value. In determining the fair value of long-lived assets for purposes of measuring impairment, the Company's assumptions include those that market participants would consider in valuations of similar assets.

An asset to be disposed is reported at the lower of its carrying amount or fair value less selling costs. No impairment was recorded in 2013, 2014 and 2015.

**Goodwill:**

Goodwill is carried at cost and is not amortized but rather is tested for impairment at least annually or between annual tests in certain circumstances. The Company conducts its annual test of impairment for goodwill on October 1st of each year.

The Company operates in one operating segment and this segment comprises the only reporting unit.

There is a two-phase process for impairment testing of goodwill. The first phase screens for potential impairment, while the second phase (if necessary) measures impairment. Goodwill impairment is deemed to exist if the net book value of a reporting unit exceeds its estimated fair value. In such case, the second phase is then performed, and the Company measures impairment by comparing the carrying amount of the reporting unit's goodwill to the implied fair value of that goodwill. An impairment loss is recognized in an amount equal to the excess. For each of the three years in the period ended December 31, 2015, no impairment of goodwill has been identified.

**Intangible assets, net:**

Acquired intangible assets with definite lives are amortized over their estimated useful lives. The Company amortizes intangible assets on a straight-line basis with definite lives over periods ranging from one and a half to five and a half years.

Intangible assets with definite lives are reviewed for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of these assets is



CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

measured by comparison of their carrying amounts to future undiscounted cash flows the assets are expected to generate. If such assets are considered to be impaired, the impairment to be recognized equals the amount by which the carrying value of the assets exceeds its fair market value. The Company did not record any impairments during the years ended December 31, 2014 and 2015.

**Investments in other company:**

The Company's investment in one private company, in which it holds minority equity interests, is presented at cost because the Company does not have significant influence over the underlying investee. The investment is reviewed periodically to determine if its value has been impaired and adjustments are recorded as necessary. During the years ended December 31, 2013, 2014 and 2015, no impairment loss was identified.

During 2014 and 2015, the Company received consideration of 774 Euro (approximately \$1,032) and 99 Euro (approximately \$111), respectively, when one of its private companies, Antcor Advanced Network Technologies S.A. ("Antcor"), a company in which the Company had a minority investment, was acquired. Pursuant to the acquisition agreement, the Company may receive additional proceeds from the buyer within five years after closing of the acquisition based on achievement of certain performance and other milestones by Antcor. During the year ended December 31, 2014, the Company recorded a loss of \$404 from the sale of its investment in Antcor.

**Revenue recognition:**

The Company generates its revenues from (1) licensing intellectual property, which in certain circumstances is modified for customer-specific requirements, (2) royalty revenues, and (3) other revenues, which include revenues from support, training and sale of development systems.

The Company accounts for its IP license revenues and related services in accordance with FASB ASC No. 985-605, "Software Revenue Recognition." Revenues are recognized when persuasive evidence of an arrangement exists and no further obligation exists, delivery has occurred, the license fee is fixed or determinable, and collection is reasonably assured. A license may be perpetual or time limited in its application. Revenue earned on licensing arrangements involving multiple elements are allocated to each element based on the "residual method" when vendor specific objective evidence ("VSOE") of fair value exists for all undelivered elements and VSOE does not exist for one of the delivered elements. VSOE of fair value of the undelivered elements is determined based on the substantive renewal rate as stated in the agreement.

Extended payment terms in a licensing arrangement may indicate that the license fees are not deemed to be fixed or determinable. If the fee is not fixed or determinable, revenue is recognized as payments become due from the customer unless collection is not considered reasonably assured, then revenue is recognized as payments are collected from the customer, provided all other revenue recognition criteria have been met.

Revenues from license fees that involve significant customization of the Company's IP to customer-specific specifications are recognized in accordance with the principles set out in FASB ASC No. 605-35-25, "Construction-Type and Production-Type Contracts Recognition," using contract accounting on a percentage of completion method. The amount of revenue recognized is based on the total license fees under the agreement and the percentage of completion achieved. The percentage of completion is measured by the actual time incurred to date on the project compared to the total estimated project requirements, which corresponds to the costs related to earned revenues. Provisions for estimated losses on uncompleted contracts are made during the period in which such losses are first determined, in the amount of the estimated loss on the entire contract.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

Revenues that are derived from the sale of a licensee's products that incorporate the Company's IP are classified as royalty revenues. Royalty revenues are recognized during the quarter in which the Company receives a report from the licensee detailing the shipment of products that incorporate the Company's IP, which receipt is in the quarter following the licensee's sale of such products to its customers. Royalties are calculated either as a percentage of the revenues received by the Company's licensees on sales of products incorporating the Company's IP or on a per unit basis, as specified in the agreements with the licensees. Non-refundable payments on account of prepaid units (prepaid royalties) are included within the Company's licensing and related revenue line on the consolidated statements of operations.

In addition to license fees, contracts with customers generally contain an agreement to provide for post contract support and training, which consists of telephone or e-mail support, correction of errors (bug fixing) and unspecified updates and upgrades. Fees for post contract support, which takes place after delivery to the customer, are specified in the contract and are generally mandatory for the first year. After the mandatory period, the customer may extend the support agreement on similar terms on an annual basis. The Company recognizes revenue for post contract support on a straight-line basis over the period for which technical support is contractually agreed to be provided to the licensee, typically 12 months. Revenues from training are recognized as the training is performed.

Revenues from the sale of development systems are recognized when title to the product passes to the customer and all other revenue recognition criteria have been met.

The Company usually does not provide rights of return. When rights of return are included in the license agreements, revenue is deferred until rights of return expire.

Deferred revenues include unearned amounts received under license agreements, unearned technical support and amounts paid by customers not yet recognized as revenues.

**Cost of revenue:**

Cost of revenue includes the costs of products, services and royalty expense payments to the Office of the Chief Scientist of Israel (refer to Note 15c for further details). Cost of product revenue includes materials and the portion of development costs associated with product development arrangements. Cost of service revenue includes salary and related costs for personnel engaged in services, training and customer support, and travel, telephone and other support costs.

**Income taxes:**

The Company recognizes income taxes under the liability method. It recognizes deferred income tax assets and liabilities for the expected future consequences of temporary differences between the financial reporting and tax bases of assets and liabilities. These differences are measured using the enacted statutory tax rates that are expected to apply to taxable income for the years in which differences are expected to reverse. The effect of a change in tax rates on deferred income taxes is recognized in the statements of operations during the period that includes the enactment date.

Valuation allowance is recorded to reduce the deferred tax assets to the net amount that the Company believes is more likely than not to be realized. The Company considers all available evidence, both positive and negative, including historical levels of income, expectations and risks associated with estimates of future taxable income and ongoing tax planning strategies, in assessing the need for a valuation allowance.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

Tax benefits are recognized from uncertain tax positions only if the Company believes that it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. Adjustments are made to these reserves when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate. The provision for income taxes includes the effects of any reserves that are considered appropriate, as well as the related net interest and penalties.

**Research and development:**

Research and development costs are charged to the consolidated statements of operations as incurred.

**Government grants and tax credits:**

Government grants received by the Company relating to categories of operating expenditures are credited to the consolidated statements of operations during the period in which the expenditure to which they relate is charged. Royalty and non-royalty-bearing grants from the Office of the Chief Scientist of Israel for funding certain approved research and development projects are recognized at the time when the Company is entitled to such grants, on the basis of the related costs incurred, and included as a deduction from research and development expenses.

The Company recorded grants in the amounts of \$3,304, \$4,586 and \$4,997 for the years ended December 31, 2013, 2014 and 2015, respectively. The Company's Israeli subsidiary is obligated to pay royalties amounting to 3%-3.5% of the sales of certain products the development of which received grants from the Office of the Chief Scientist of Israel in previous years. The obligation to pay these royalties is contingent on actual sales of the products. Grants received from the Office of the Chief Scientist of Israel may become repayable if certain criteria under the grants are not met.

The French Research Tax Credit, *Crédit d'Impôt Recherche* ("CIR"), is a French tax incentive to stimulate research and development ("R&D") which is relevant for the Company's French subsidiaries (RivieraWaves and CEVA France). Generally, the CIR offsets the income tax to be paid and the remaining portion (if any) can be refunded. The CIR is calculated based on the claimed volume of eligible R&D expenditures by the Company. As a result, the CIR is presented as a deduction to "Research and development expenses" in the consolidated statements of operations. During the year ended December 31, 2014 and 2015, the Company recorded CIR in the amount of \$675 and \$1,414, respectively.

**Employee benefit plan:**

Certain of the Company's employees are eligible to participate in a defined contribution pension plan (the "Plan"). Participants in the Plan may elect to defer a portion of their pre-tax earnings into the Plan, which is run by an independent party. The Company makes pension contributions at rates varying up to 10% of the participant's pensionable salary. Contributions to the Plan are recorded as an expense in the consolidated statements of operations.

The Company's U.S. operations maintain a retirement plan (the "U.S. Plan") that qualifies as a deferred salary arrangement under Section 401(k) of the Internal Revenue Code. Participants in the U.S. Plan may elect to defer a portion of their pre-tax earnings, up to the Internal Revenue Service annual contribution limit. The Company matches 100% of each participant's contributions up to a maximum of 6% of the participant's base pay. Each participant may contribute up to 15% of base remuneration. Contributions to the U.S. Plan are recorded during the year contributed as an expense in the consolidated statements of operations.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

Total contributions for the years ended December 31, 2013, 2014 and 2015 were \$338, \$561 and \$733, respectively.

**Accrued severance pay:**

The liability of CEVA's Israeli subsidiary for severance pay is calculated pursuant to Israeli severance pay law for all Israeli employees, based on the most recent salary of each employee multiplied by the number of years of employment for that employee as of the balance sheet date. The Israeli subsidiary's liability is fully provided for by monthly deposits with severance pay funds, insurance policies and an accrual.

The deposited funds include profits and losses accumulated up to the balance sheet date. The deposited funds may be withdrawn only upon the fulfillment of the obligation pursuant to Israeli severance pay law or labor agreements. The value of these policies is recorded as an asset on the Company's consolidated balance sheets.

Severance pay expenses, net of related income, for the years ended December 31, 2013, 2014 and 2015, were \$1,014, \$1,113 and \$1,285, respectively.

**Equity-based compensation:**

The Company accounts for equity-based compensation in accordance with FASB ASC No. 718, "Stock Compensation" which requires the recognition of compensation expenses based on estimated fair values for all equity-based awards made to employees and non-employee directors.

The Company estimates the fair value of options and stock appreciation right ("SAR") awards on the date of grant using an option-pricing model. The value of the portion of an award that is ultimately expected to vest is recognized as an expense over the requisite service period in the Company's consolidated statements of income. The Company recognizes compensation expenses for the value of its options and SARs, which have graded vesting based on the accelerated attribution method over the requisite service period of each of the awards, net of estimated forfeitures. Estimated forfeitures are based on actual historical pre-vesting forfeitures and the rate is adjusted to reflect changes in facts and circumstances, if any. Estimated forfeiture rate will be revised if actual forfeitures differ from the initial estimates.

The Company recognizes compensation expenses for the value of its restricted stock unit ("RSU") awards, based on the straight-line method over the requisite service period of each of the awards, net of estimated forfeitures. The fair value of each RSU is the market value as determined by the closing price of the common stock on the day of grant.

The Company uses the Monte-Carlo simulation model for options and SARs granted. The Monte-Carlo simulation model uses the assumptions noted below. Expected volatility was calculated based upon actual historical stock price movements over the most recent periods ending on the grant date, equal to the expected option and SAR term. The Company has historically not paid dividends and has no foreseeable plans to pay dividends. The risk-free interest rate is based on the yield from U.S. Treasury zero-coupon bonds with an equivalent term. The Monte-Carlo model also considers the suboptimal exercise multiple which is based on the average exercise behavior of the Company's employees over the past years, the contractual term of the options and SARs, and the probability of termination or retirement of the holder of the options and SARs in computing the value of the options and SARs.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

The fair value for the Company's stock options and SARs (other than share issuances in connection with the employee stock purchase plan, as detailed below) granted to employees and non-employees directors was estimated using the following assumptions:

	2013	2014	2015
Expected dividend yield	0%	0%	0%
Expected volatility	38%-54%	33%-52%	33%-49%
Risk-free interest rate	0.1%-2.5%	0.1%-2.5%	0.2%-2.4%
Expected forfeiture (employees)	10%	10%	10%
Expected forfeiture (executives)	5%	5%	5%
Contractual term of up to	10 years	10 years	10 years
Suboptimal exercise multiple (employees)	2.1	2.1	2.1
Suboptimal exercise multiple (executives)	2.4	2.4	2.4

The fair value for rights to purchase shares of common stock under the Company's employee stock purchase plan was estimated on the date of grant using the following assumptions:

	2013	2014	2015
Expected dividend yield	0%	0%	0%
Expected volatility	34%-53%	29%-52%	35%-36%
Risk-free interest rate	0.1%-0.2%	0.1%-0.2%	0.1%-0.3%
Expected forfeiture	0%	0%	0%
Contractual term of up to	24 months	24 months	24 months

During the years ended December 31, 2013, 2014 and 2015, the Company recognized equity-based compensation expense related to stock options, SARs, RSUs and employee stock purchase plan as follows:

	Year ended December 31,		
	2013	2014	2015
Cost of revenue	\$ 312	\$ 193	\$ 155
Research and development, net	2,014	2,027	1,838
Sales and marketing	1,311	909	568
General and administrative	2,283	1,882	1,454
Total equity-based compensation expense	<u>\$5,920</u>	<u>\$5,011</u>	<u>\$4,015</u>

As of December 31, 2015, there was \$2,242 of unrecognized compensation expense related to unvested stock options, SARs and employee stock purchase plan. This amount is expected to be recognized over a weighted-average period of 1.4 years. As of December 31, 2015, there was \$3,475 of unrecognized compensation expense related to unvested RSUs. This amount is expected to be recognized over a weighted-average period of 1.7 years. To the extent the actual forfeiture rate is different from what the Company has estimated, equity-based compensation related to these awards will be different from the Company's expectations.

FASB ASC No. 718 requires the cash flows resulting from the tax deductions in excess of the equity-based compensation costs recognized for those equity-based awards to be classified as financing cash flows. During the years ended December 31, 2013, 2014 and 2015, the Company classified \$0, \$0 and \$112, respectively, of excess tax benefit from equity-based compensation as financing cash flows.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

***Fair value of financial instruments:***

The carrying amount of cash, cash equivalents, short term bank deposits, trade receivables, other accounts receivable, trade payables and other accounts payable approximates fair value due to the short-term maturities of these instruments. Marketable securities and derivative instruments are carried at fair value. See Note 4 for more information.

***Comprehensive income (loss):***

The Company accounts for comprehensive income (loss) in accordance with FASB ASC No. 220, "Comprehensive Income." This statement establishes standards for the reporting and display of comprehensive income (loss) and its components in a full set of general purpose financial statements. Comprehensive income (loss) generally represents all changes in stockholders' equity during the period except those resulting from investments by, or distributions to, stockholders. The Company determined that its items of other comprehensive income (loss) relate to unrealized gains and losses, net of tax, on hedging derivative instruments and marketable securities.

***Concentration of credit risk:***

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash, cash equivalents, bank deposits, marketable securities, foreign exchange contracts and trade receivables. The Company invests its surplus cash in cash deposits and marketable securities in financial institutions and has established guidelines relating to diversification and maturities to maintain safety and liquidity of the investments.

The majority of the Company's cash and cash equivalents are invested in high grade certificates of deposits with major U.S., European and Israeli banks. Generally, cash and cash equivalents and bank deposits may be redeemed on demand and therefore minimal credit risk exists with respect to them. Nonetheless, deposits with these banks exceed the Federal Deposit Insurance Corporation ("FDIC") insurance limits or similar limits in foreign jurisdictions, to the extent such deposits are even insured in such foreign jurisdictions. While the Company monitors on a systematic basis the cash and cash equivalent balances in the operating accounts and adjust the balances as appropriate, these balances could be impacted if one or more of the financial institutions with which the Company deposit its funds fails or is subject to other adverse conditions in the financial or credit markets. To date the Company has experienced no loss of principal or lack of access to its invested cash or cash equivalents; however, the Company can provide no assurance that access to its invested cash and cash equivalents will not be affected if the financial institutions in which the Company holds its cash and cash equivalents fail. Furthermore, the Company holds an investment portfolio consisting principally of corporate bonds. The Company has the ability to hold such investments until recovery of temporary declines in market value or maturity; accordingly, as of December 31, 2015, the Company believes the losses associated with its investments are temporary and no impairment loss was recognized during 2015. However, the Company can provide no assurance that it will recover declines in the market value of its investments.

The Company is exposed primarily to fluctuations in the level of U.S. interest rates. To the extent that interest rates rise, fixed interest investments may be adversely impacted, whereas a decline in interest rates may decrease the anticipated interest income for variable rate investments.

The Company is exposed to financial market risks, including changes in interest rates. The Company typically does not attempt to reduce or eliminate its market exposures on its investment securities because the majority of its investments are short-term.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

The Company's trade receivables are geographically diverse and are derived from sales to OEMs, mainly in the United States, Europe and Asia. Concentration of credit risk with respect to trade receivables is limited by credit limits, ongoing credit evaluation and account monitoring procedures. The Company performs ongoing credit evaluations of its customers and to date has not experienced any material losses. The Company makes judgments on its ability to collect outstanding receivables and provides allowances for the portion of receivables for which collection becomes doubtful. Provisions are made based upon a specific review of all significant outstanding receivables. In determining the provision, the Company considers the expected collectability of receivables. Allowance for doubtful accounts amounted to \$25 as of both December 31, 2014 and 2015.

The Company has no off-balance-sheet concentration of credit risk.

***Derivative and hedging activities:***

The Company follows the requirements of FASB ASC No. 815, "Derivatives and Hedging" which requires companies to recognize all of their derivative instruments as either assets or liabilities in the statement of financial position at fair value. The accounting for changes in fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging transaction and further, on the type of hedging transaction. For those derivative instruments that are designated and qualify as hedging instruments, a company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge, or a hedge of a net investment in a foreign operation. Due to the Company's global operations, it is exposed to foreign currency exchange rate fluctuations in the normal course of its business. The Company's treasury policy allows it to offset the risks associated with the effects of certain foreign currency exposures through the purchase of foreign exchange forward or option contracts ("Hedging Contracts"). The policy, however, prohibits the Company from speculating on such Hedging Contracts for profit. To protect against the increase in value of forecasted foreign currency cash flow resulting from salaries paid in currencies other than the U.S. dollar during the year, the Company instituted a foreign currency cash flow hedging program. The Company hedges portions of the anticipated payroll of its non-U.S. employees denominated in the currencies other than the U.S. dollar for a period of one to twelve months with Hedging Contracts. Accordingly, when the dollar strengthens against the foreign currencies, the decline in present value of future foreign currency expenses is offset by losses in the fair value of the Hedging Contracts. Conversely, when the dollar weakens, the increase in the present value of future foreign currency expenses is offset by gains in the fair value of the Hedging Contracts. These Hedging Contracts are designated as cash flow hedges.

For derivative instruments that are designated and qualify as a cash flow hedge (i.e., hedging the exposure to variability in expected future cash flows that is attributable to a particular risk), the effective portion of the gain or loss on the derivative instrument is reported as a component of other comprehensive income (loss) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Any gain or loss on a derivative instrument in excess of the cumulative change in the present value of future cash flows of the hedged item is recognized in current earnings during the period of change. As of December 31, 2014 and 2015, the notional principal amount of the Hedging Contracts to sell U.S. dollars held by the Company was \$4,200 and \$3,200, respectively.

***Advertising expenses:***

Advertising expenses are charged to consolidated statements of operations as incurred. Advertising expenses for the years ended December 31, 2013, 2014 and 2015 were \$660, \$792 and \$928, respectively.

## CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)**Treasury stock:**

The Company repurchases its common stock from time to time pursuant to a board-authorized share repurchase program through open market purchases and repurchase plans in accordance with Rules 10b5-1 and 10b-18 of the United States Securities Exchange Act of 1934, as amended.

The repurchases of common stock are accounted for as treasury stock, and result in a reduction of stockholders' equity. When treasury shares are reissued, the Company accounts for the reissuance in accordance with FASB ASC No. 505-30, "Treasury Stock" and charges the excess of the repurchase cost over issuance price using the weighted average method to retained earnings. The purchase cost is calculated based on the specific identified method. In the case where the repurchase cost over issuance price using the weighted average method is lower than the issuance price, the Company credits the difference to additional paid-in capital.

In 2015, the Company identified an incorrect classification with respect to reissuance of treasury shares upon exercise of stock options granted previously to the Company's employees and non-employee directors. As a result, the Company revised its retained earnings and additional paid in capital for periods beginning in 2012 through 2014 in the cumulative amount of \$2,178. The Company evaluated the materiality of the adjustment quantitatively and qualitatively and concluded it was not material to any of the prior periods presented and that correction of retained earnings and additional paid in capital as an out of period adjustment in 2015 would not be material to the Company's consolidated financial statements for the year ended December 31, 2015. Consolidated net income and total shareholders' equity for the year ended December 31, 2015 were not impacted.

**Net income (loss) per share of common stock:**

Basic net income (loss) per share is computed based on the weighted average number of shares of common stock outstanding during each year. Diluted net income (loss) per share is computed based on the weighted average number of shares of common stock outstanding during each year, plus dilutive potential shares of common stock considered outstanding during the year, in accordance with FASB ASC No. 260, "Earnings Per Share."

	Year ended December 31,		
	2013	2014	2015
<b>Numerator:</b>			
Net income (loss)	\$ 6,685	\$ (819)	\$ 6,267
<b>Denominator (in thousands):</b>			
Basic weighted-average common stock outstanding	22,009	20,622	20,480
Effect of stock options, stock appreciation rights and restricted stock units	456	—	509
Diluted weighted-average common stock outstanding	<u>22,465</u>	<u>20,622</u>	<u>20,989</u>
Basic net income (loss) per share	<u>\$ 0.30</u>	<u>\$ (0.04)</u>	<u>\$ 0.31</u>
Diluted net income (loss) per share	<u>\$ 0.30</u>	<u>\$ (0.04)</u>	<u>\$ 0.30</u>

The weighted-average number of shares related to outstanding options, SARs and RSUs excluded from the calculation of diluted net income per share, since their effect was anti-dilutive, were 820,631 shares for the year ended December 31, 2015. The total number of shares related to the outstanding options excluded from the



CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

calculation of diluted net loss per share was 3,316,380 for the year ended December 31, 2014. The weighted-average number of shares related to outstanding options and SARs excluded from the calculation of diluted net income per share, since their effect was anti-dilutive, were 1,732,154 shares for the year ended December 31, 2013.

**Recently Issued and Adopted Accounting Pronouncement:**

In May 2014, the Financial Accounting Standards Board (“FASB”) issued guidance related to revenue from contracts with customers. Under this guidance, revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The updated standard will replace most existing revenue recognition guidance under GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. As currently issued and amended, ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period, although early adoption is permitted for annual reporting periods beginning after December 15, 2016. The Company is currently evaluating the effect that the updated standard will have on its consolidated financial statements and related disclosures.

In November, 2015, the FASB issued Accounting Standards Update No. 2015-17 (ASU 2015-17) “Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes.” ASU 2015-17 simplifies the presentation of deferred income taxes by eliminating the separate classification of deferred income tax liabilities and assets into current and noncurrent amounts in the consolidated balance sheet statement of financial position. The amendments in the update require that all deferred tax liabilities and assets be classified as noncurrent in the consolidated balance sheet. The amendments in this update are effective for annual periods beginning after December 15, 2016, and interim periods therein and may be applied either prospectively or retrospectively to all periods presented. Early adoption is permitted. The Company early adopted this standard in the fourth quarter of 2015 on a retrospective basis. Prior years have been retrospectively adjusted.

As a result of the adoption of ASU 2015-17, the Company made the following adjustments to the 2014 balance sheet: a \$1,868 decrease to current deferred tax assets, a \$864 increase to noncurrent deferred tax asset, a \$464 decrease to current deferred tax liability and a \$540 decrease to noncurrent deferred tax liability.

In February 2016, the FASB issued ASU 2016-02, “Leases (Topic 842),” which will replace the existing guidance in ASC 840, “Leases.” The updated standard aims to increase transparency and comparability among organizations by requiring lessees to recognize lease assets and lease liabilities on the balance sheet and requiring disclosure of key information about leasing arrangements. This ASU is effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods; early adoption is permitted and modified retrospective application is required. The Company is in the process of evaluating this guidance to determine the impact it will have on its financial statements.

**NOTE 2: ACQUISITION OF RIVIERAWAVES**

On July 4, 2014 (the “Closing Date”), the Company acquired 100% of RivieraWaves SAS (“RivieraWaves”), a privately-held, French-based company and a provider of wireless connectivity intellectual property for Wi-Fi and Bluetooth technologies. The Company agreed to pay an aggregate of \$18,378 to acquire RivieraWaves with \$14,678 paid on the Closing Date and the remaining amount of \$3,700 payable upon the satisfaction of certain milestones (the “Contingent Consideration”). The Contingent Consideration was recognized as a liability at fair value. As of December 31, 2014, the fair value of the Contingent Consideration was estimated to be \$3,603. Accretion of the Contingent Consideration liability was included in financial income, net. During 2015, the Company fully paid the Contingent Consideration.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

In addition, the Company incurred acquisition-related costs in an amount of \$310, which were included in general and administrative expenses for the year ended December 31, 2014.

The acquisition was accounted in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) No. 805, “Business Combinations.” Under the acquisition method of accounting, the total purchase price was allocated to the net tangible and intangible assets of RivieraWaves acquired in the acquisition, based on their fair values on the Closing Date.

The results of operations of RivieraWaves are included in the Company’s consolidated financial statements as of the Closing Date. The primary rationale for this acquisition was to further expand CEVA’s non-cellular baseband business into advanced technology offerings in connectivity, including Wi-Fi and Bluetooth IP. The goodwill is primarily attributable to expected synergies resulting from the acquisition.

In addition, as part of the acquisition, the Company established an employee retention plan for the RivieraWaves employees at a cost of approximately \$3,400, to be payable on a semiannual basis for a period of two years after the Closing Date. During 2015, the Company paid \$971 of the employee retention plan.

Details of the fair value of consideration transferred and the purchase price allocation are as follows:

(a) Consideration transferred:

Cash	\$ 14,678
Fair value of Contingent Consideration	3,434
Total	<u>\$ 18,112</u>

(b) Under business combination accounting, the total purchase price was allocated to RivieraWaves’ net tangible and intangible assets based on their estimated fair values as set forth below. The excess of the purchase price over the net tangible and identifiable intangible assets was recorded as goodwill.

Cash and cash equivalents	\$ 1,189
Bank deposits	1,384
Other assets	2,898
Intangible assets	6,161
Goodwill	10,114
Total assets	21,746
Current liabilities	(2,201)
Deferred tax liabilities, net	(1,433)
Total liabilities	(3,634)
Total	<u>\$18,112</u>

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

In performing the purchase price allocation, the Company considered, among other factors, analysis of historical financial performance, highest and best use of the acquired assets and estimates of future performance of RivieraWaves' products. In its allocation, the Company also considered the fair value of intangible assets based on a market participant approach to valuation performed by a third party valuation firm using an income approach and estimates and assumptions provided by management. The following table sets forth the components of intangible assets associated with the RivieraWaves acquisition:

	<u>Fair value</u>
Core technologies (1)	\$ 5,796
Customer relationships (2)	272
Customer backlog (3)	<u>93</u>
Total intangible assets	<u>\$ 6,161</u>

- (1) Core technologies represent a combination of RivieraWaves' processes and trade secrets related to the design and development of its products. This proprietary know-how can be leveraged to develop new technology and improve the Company's products and is amortized using the straight line method.
- (2) Customer relationships represent the underlying relationships and agreements with RivieraWaves' installed customer base and are amortized using the straight line method.
- (3) Customer backlog represents an order or production backlog arises from contracts or sales orders and are amortized using the straight line method.

**NOTE 3: MARKETABLE SECURITIES**

The following is a summary of available-for-sale marketable securities at December 31, 2014 and 2015:

	<u>As at December 31, 2015</u>			<u>Fair value</u>
	<u>Amortized cost</u>	<u>Gross unrealized gains</u>	<u>Gross unrealized losses</u>	
<b>Available-for-sale—matures within one year:</b>				
Certificate of deposits	\$ 1	\$ —	\$ —	\$ 1
Corporate bonds	9,257	1	(50)	9,208
	<u>9,258</u>	<u>1</u>	<u>(50)</u>	<u>9,209</u>
<b>Available-for-sale—matures after one year through three years:</b>				
Corporate bonds	39,501	—	(444)	39,057
	<u>39,501</u>	<u>—</u>	<u>(444)</u>	<u>39,057</u>
<b>Total</b>	<u>\$ 48,759</u>	<u>\$ 1</u>	<u>\$ (494)</u>	<u>\$48,266</u>

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

	As at December 31, 2014			
	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
<b>Available-for-sale—matures within one year:</b>				
Corporate bonds	\$ 5,443	\$ —	\$ (46)	\$ 5,397
	5,443	—	(46)	5,397
<b>Available-for-sale—matures after one year through three years:</b>				
Certificate of deposits	1,975	—	—	1,975
Corporate bonds	40,835	9	(383)	40,461
	42,810	9	(383)	42,436
<b>Total</b>	<u>\$ 48,253</u>	<u>\$ 9</u>	<u>\$ (429)</u>	<u>\$47,833</u>

The following table presents gross unrealized losses and fair values for those investments that were in an unrealized loss position as of December 31, 2014 and 2015, and the length of time that those investments have been in a continuous loss position:

	Less than 12 months		12 months or greater	
	Fair Value	Gross unrealized loss	Fair Value	Gross unrealized loss
As of December 31, 2015	\$32,695	\$ (389)	\$14,488	\$ (105)
As of December 31, 2014	\$34,152	\$ (313)	\$ 9,469	\$ (116)

As of December 31, 2014 and 2015, management believes the impairments are not other than temporary and therefore the impairment losses were recorded in accumulated other comprehensive income (loss).

The following table presents gross realized gains and losses from sale of available-for-sale marketable securities:

	Year ended December 31,		
	2013	2014	2015
Gross realized gains from sale of available-for-sale marketable securities	\$ 400	\$ 99	\$ 4
Gross realized losses from sale of available-for-sale marketable securities	\$ (21)	\$ (93)	\$ (82)

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

NOTE 4: FAIR VALUE MEASUREMENT

FASB ASC No. 820, “Fair Value Measurements and Disclosures” defines fair value, establishes a framework for measuring fair value. Fair value is an exit price, representing the amount that would be received for selling an asset or paid for the transfer of a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. A three-tier fair value hierarchy is established as a basis for considering such assumptions and for inputs used in the valuation methodologies in measuring fair value:

Level I	Unadjusted quoted prices in active markets that are accessible on the measurement date for identical, unrestricted assets or liabilities;
Level II	Quoted prices in markets that are not active, or inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability; and
Level III	Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (supported by little or no market activity).

The Company measures its marketable securities, foreign currency derivative contracts and the Contingent Consideration at fair value. Marketable securities and foreign currency derivative contracts are classified within Level II as the valuation inputs are based on quoted prices and market observable data of similar instruments. The Contingent Consideration related to the RivieraWaves acquisition is classified within Level III as it is based on significant inputs not observable in the market.

The table below sets forth the Company’s assets and liabilities measured at fair value by level within the fair value hierarchy. Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>December 31,</u> <u>2015</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
<b>Assets:</b>				
Marketable securities:				
Certificate of deposits	\$ 1	—	\$ 1	—
Corporate bonds	\$ 48,265	—	\$48,265	—
Foreign exchange contracts	9	—	9	—

<u>Description</u>	<u>December 31,</u> <u>2014</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
<b>Assets:</b>				
Marketable securities:				
Certificate of deposits	\$ 1,975	—	\$ 1,975	—
Corporate bonds	\$ 45,858	—	\$45,858	—
<b>Liabilities:</b>				
Foreign exchange contracts	64	—	64	—
Contingent consideration	3,603	—	—	3,603

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

The table below presents the changes in Level 3 Contingent Consideration liability measured on a recurring basis and related to the acquisition of RivieraWaves:

Balance at July 4, 2014	\$ 3,434
Accretion	169
Balance at December 31, 2014	3,603
Accretion	97
Payment	(3,700)
Balance at December 31, 2015	—

**NOTE 5: PROPERTY AND EQUIPMENT, NET**

Composition of assets, grouped by major classifications, is as follows:

	As at December 31,	
	2014	2015
Cost:		
Computers, software and equipment	\$ 12,180	\$ 13,503
Office furniture and equipment	633	759
Leasehold improvements	1,130	1,865
	13,943	16,127
Less—Accumulated depreciation	(11,338)	(12,396)
Property and equipment, net	\$ 2,605	\$ 3,731

**NOTE 6: GOODWILL AND INTANGIBLE ASSETS, NET**

(a) Goodwill:

Changes in goodwill are as follows:

	2014	2015
Balance as of January 1,	\$ 36,498	\$46,612
Acquisition	10,114	—
Balance as of December 31,	\$ 46,612	\$46,612

(b) Intangible assets:

	Weighted Average Amortization Period (Years)	Year ended December 31, 2014			Year ended December 31, 2015		
		Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Intangible assets—amortizable:							
Customer relationships	4.5	272	30	242	272	91	181
Customer backlog	1.5	93	31	62	93	93	—
Core technologies	5.1	5,796	588	5,208	5,796	1,763	4,033
Total intangible assets		\$ 6,161	\$ 649	\$5,512	\$ 6,161	\$ 1,947	\$4,214

## CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

Future estimated annual amortization charges are as follows:

2016	\$1,236
2017	1,236
2018	901
2019	841
	<u>\$4,214</u>

## NOTE 7: ACCRUED EXPENSES AND OTHER PAYABLES

	As at December 31,	
	2014	2015
Engineering accruals	862	807
Professional fees	622	642
Government grants	201	288
Income taxes payable, net	739	830
Other	1,369	1,066
	<u>\$3,793</u>	<u>\$3,633</u>

## NOTE 8: STOCKHOLDERS' EQUITY

*a. Common stock:*

Holders of common stock are entitled to one vote per share on all matters to be voted upon by the Company's stockholders. In the event of a liquidation, dissolution or winding up of the Company, holders of common stock are entitled to share ratably in all of the Company's assets. The Board of Directors may declare a dividend out of funds legally available therefore and the holders of common stock are entitled to receive ratably any such dividends. Holders of common stock have no preemptive rights or other subscription rights to convert their shares into any other securities.

*b. Preferred stock:*

The Company is authorized to issue up to 5,000,000 shares of "blank check" preferred stock, par value \$0.001 per share. Such preferred stock may be issued by the Board of Directors from time to time in one or more series. These series may have designations, preferences and relative, participating, optional or other special rights and any qualifications, limitations or restrictions thereof, including dividend rights, conversion rights, exchange rights, voting rights, redemption rights (including sinking and purchase fund provisions), and dissolution preferences as may be determined by the Company's Board of Directors.

*c. Share repurchase program:*

In August 2008, the Company announced that its Board of Directors approved a share repurchase program for up to one million shares of common stock which was further extended by an additional four million shares in 2010 and 2013. In October 2014, the Company's Board of Directors authorized the repurchase by the Company of an additional one million shares of common stock pursuant to Rule 10b-18 of the Exchange Act. As of December 31, 2015, 491,069 shares of common stock remained authorized for repurchase under the Company's share repurchase program.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

In 2013, the Company repurchased 1,257,004 shares of common stock at an average purchase price of \$15.76 per share for an aggregate purchase price of \$19,816. In 2014, the Company repurchased 1,227,148 shares of common stock at an average purchase price of \$15.20 per share for an aggregate purchase price of \$18,657. In 2015, the Company repurchased 508,931 shares of common stock at an average purchase price of \$19.80 per share for an aggregate purchase price of \$10,078.

*d. Employee and non-employee stock plans:*

The Company grants a mix of stock options, SARs capped with a ceiling and RSUs to employees and non-employee directors of the Company and its subsidiaries under the Company's equity plans and provides the right to purchase common stock pursuant to the Company's 2002 employee stock purchase plan to employees of the Company and its subsidiaries.

The SAR unit confers the holder the right to stock appreciation over a preset price of the Company's common stock during a specified period of time. When the unit is exercised, the appreciation amount is paid through the issuance of shares of the Company's common stock. The ceiling limits the maximum income for each SAR unit. SARs are considered an equity instrument as it is a net share settled award capped with a ceiling (400% for SAR grants made in 2014 and 2015). The options and SARs granted under the Company's stock incentive plans have been granted at the fair market value of the Company's common stock on the grant date. Options and SARs granted to employees under stock incentive plans vest at a rate of 25% of the shares underlying the option after one year and the remaining shares vest in equal portions over the following 36 months, such that all shares are vested after four years. Options granted to non-employee directors vest 25% of the shares underlying the option on each anniversary of the option grant. RSUs granted to employees under stock incentive plans vest as to 1/3 on each anniversary of the grant date. RSUs granted to non-employee directors under stock incentive plans vest fully one year after the grant date.

In connection with the Company's acquisition of RivieraWaves, on July 7, 2014, the Company issued an aggregate of 113,000 SARs to 27 employees of RivieraWaves who joined the Company in connection with the acquisition. The value of these grants was not included in the acquisition price of RivieraWaves. The SARs were granted outside of the Company's existing equity plans and were granted as a material inducement to such individuals entering into employment with the Company, in accordance with NASDAQ Listing Rule 5635(c)(4). All of the SARs were priced at \$15.17, the fair market value on the grant date, and will vest over four years, with 25% of the SARs vesting after one year and the remaining vest in equal portions over the following 36 months, such that all SARs will vest after four years, subject to the employee's continuous service through each vesting date. The SARs have a ceiling limit for maximum income capped at 400%, expire seven years from the grant date and are subject to the terms and condition of the individual SAR agreements. The SAR grants were approved by the compensation committee of the Board of Directors of the Company.



CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

A summary of the Company's stock option and SARs activities and related information for the year ended December 31, 2015, is as follows:

	Number of options and SAR units	Weighted average exercise price	Weighted average remaining contractual term	Aggregate intrinsic-value
Outstanding at the beginning of the year	3,316,380	\$ 16.50		
Granted (1)	200,500	20.18		
Exercised	(905,116)	11.91		
Forfeited or expired	(205,309)	20.99		
Outstanding at the end of the year (2)	2,406,455	\$ 18.15	4.4	\$13,942,939
Vested or expected to vest as of December 31	2,343,032	\$ 18.18	4.4	\$13,530,902
Exercisable as of December 31 (3)	1,562,042	\$ 18.83	3.5	\$ 8,428,814

- (1) Includes 134,500 SAR units which are convertible for a maximum number of shares of the Company's common stock equal to 75% of the SAR units subject to the grant.
- (2) Due to the ceiling imposed on the SAR grants, the outstanding amount equals a maximum of 2,107,339 shares of the Company's common stock issuable upon exercise.
- (3) Due to the ceiling imposed on the SAR grants, the exercisable amount equals a maximum of 1,412,528 shares of the Company's common stock issuable upon exercise.

The weighted average fair value of options and SARs granted during the years ended December 31, 2013, 2014 and 2015 was \$7.2, \$6.1 and \$7.8 per share, respectively. The total intrinsic value of options and SARs exercised during the years ended December 31, 2013, 2014 and 2015 was \$1,336, \$1,372 and \$8,960, respectively.

The options and SARs granted to employees of the Company and its subsidiaries and the options granted to non-employee directors of the Company and its subsidiaries which were outstanding as of December 31, 2015 have been classified into a range of exercise prices as follows:

Exercise price(range)	Outstanding			Exercisable		
	Number of options	Weighted average remaining contractual life (years)	Weighted average exercise price	Number of options	Weighted average remaining contractual life (years)	Weighted average exercise price
6.99-9.78	113,857	0.4	\$ 8.29	113,857	0.4	\$ 8.29
11.58-15.54	789,547	4.7	\$ 14.74	461,108	3.7	\$ 14.66
16.08-19.59	875,485	5.6	\$ 17.30	421,553	5.3	\$ 16.95
19.83-32.34	627,566	3.1	\$ 25.40	565,524	2.8	\$ 25.76
	2,406,455	4.4	\$ 18.15	1,562,042	3.5	\$ 18.83

A RSU award is an agreement to issue shares of the Company's common stock at the time the award or a portion thereof vests. RSUs granted to employees generally vest in three equal annual installments starting on the first anniversary of the grant date. RSUs granted to non-employee directors generally vest in full on the first anniversary of the grant date.

## CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

A summary of the Company's RSU activities and related information for the year ended December 31, 2015, is as follows:

	Number of RSUs	Weighted average Grant-Date fair value
Unvested as at the beginning of the year	—	\$ —
Granted	245,000	19.89
Vested	—	—
Forfeited	(11,000)	19.83
Unvested at the end of the year	<u>234,000</u>	<u>\$ 19.89</u>
Expected to vest after December 31, 2015	<u>217,200</u>	<u>\$ 19.88</u>

**Stock Plans**

As of December 31, 2015, the Company maintains the Company's 2003 Director Stock Option Plan (the "Director Plan") and the 2011 Stock Incentive Plan (the "2011 Plan" and together with the Director Plan, the "Stock Plans").

As of December 31, 2015, options, SARs and RSUs to purchase 878,798 shares of common stock were available for grant under the Stock Plans.

**2011 Stock Incentive Plan**

The 2011 Plan was adopted by the Company's Board of Directors in February 2011 and stockholders on May 17, 2011. Up to 1,750,000 shares of common stock (subject to adjustment in the event of future stock splits, future stock dividends or other similar changes in the common stock or the Company's capital structure), plus the number of shares that remain available for grant of awards under the Company's 2002 Stock Incentive Plan (the "2002 Plan"), plus any shares that would otherwise return to the 2002 Plan as a result of forfeiture, termination or expiration of awards previously granted under the 2002 plan (subject to adjustment in the event of stock splits and other similar events), are reserved for issuance under the 2011 Plan. The 2002 Plan was automatically terminated and replaced and superseded by the 2011 Plan, except that any awards previously granted under the 2002 Plan shall remain in effect pursuant to their term.

The 2011 Plan provides for the grant of incentive stock options intended to qualify under Section 422 of the Internal Revenue Code, nonqualified stock options, restricted stock, RSUs, dividend equivalent rights and stock appreciation rights. Officers, employees, directors, outside consultants and advisors of the Company and those of the Company's present and future parent and subsidiary corporations are eligible to receive awards under the 2011 Plan. Under current U.S. tax laws, incentive stock options may only be granted to employees. The 2011 Plan permits the Company's Board of Directors or a committee thereof to determine how grantees may pay the exercise or purchase price of their awards.

Unless sooner terminated, the 2011 Plan is effective until February 2021.

The Company's Board of Directors or a committee thereof has authority to administer the 2011 Plan. The Company's Board of Directors has the authority to adopt, amend and repeal the administrative rules, guidelines and practices relating to the 2011 Plan and to interpret its provisions.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

*2003 Director Stock Option Plan*

Under the Director Plan, 1,350,000 shares of common stock (subject to adjustment in the event of future stock splits, future stock dividends or other similar changes in the common stock or the Company's capital structure) are authorized for issuance.

The Director Plan provides for the grant of nonqualified stock options to non-employee directors. Options must be granted at an exercise price equal to the fair market value of the common stock on the date of grant. Options may not be granted for a term in excess of ten years.

Under the original terms of the Director Plan, (a) any person who becomes a non-employee director of the Company was automatically granted an option to purchase 38,000 shares of common stock, (b) on June 30 of each year, beginning in 2004, each non-employee director who had served on the Company's Board of Directors for at least six (6) months as of such date was automatically granted an option with the exercise price being the fair market value of the Company's common stock as of July 1<sup>st</sup> of each year to purchase 13,000 shares of common stock, and each non-employee director would receive an option with the exercise price being the fair market value of the Company's common stock as of July 1<sup>st</sup> of each year to purchase 13,000 shares of common stock for each committee on which he or she had served as chairperson for at least six months prior to such date, and (c) the Chairman of the Board was granted an additional option with the exercise price being the fair market value of the Company's common stock as of July 1<sup>st</sup> of each year to purchase 15,000 shares of common stock on an annual basis. In February 2015, the Board suspended the automatic grant of stock options to each non-employee director and the Chairman of the Board under the Director Plan. In lieu of the automatic stock option grants under the Director Plan, the Board approved an equity award to all directors of the Company consisting of a mix of stock options granted under the 2003 Plan and RSUs granted under the 2011 Plan. For 2015, the directors of the Company received in the aggregate 66,000 stock options and 33,000 RSUs.

The Company's Board of Directors or a committee thereof may grant additional options to purchase common stock with a vesting schedule to be determined by the Board of Directors in recognition of services provided by a non-employee director in his or her capacity as a director.

The Company's Board of Directors or a committee thereof has authority to administer the Director Plan. The Company's Board of Directors or a committee thereof has the authority to adopt, amend and repeal the administrative rules, guidelines and practices relating to the Director Plan and to interpret its provisions.

*2002 Employee Stock Purchase Plan ("ESPP")*

The ESPP was adopted by the Company's Board of Directors and stockholder in July 2002. The ESPP is intended to qualify as an "Employee Stock Purchase Plan" under Section 423 of the U.S. Internal Revenue Code and is intended to provide the Company's employees with an opportunity to purchase shares of common stock through payroll deductions. An aggregate of 2,500,000 shares of common stock (subject to adjustment in the event of future stock splits, future stock dividends or other similar changes in the common stock or the Company's capital structure) are reserved for issuance. As of December 31, 2015, 313,410 shares of common stock were available for future issuance under the ESPP.

All of the Company's employees who are regularly employed for more than five months in any calendar year and work 20 hours or more per week are eligible to participate in the ESPP. Non-employee directors, consultants, and employees subject to the rules or laws of a foreign jurisdiction that prohibit or make impractical their participation in an employee stock purchase plan are not eligible to participate in the ESPP.

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

The ESPP designates offer periods, purchase periods and exercise dates. Offer periods generally will be overlapping periods of 24 months. Purchase periods generally will be six-month periods. Exercise dates are the last day of each purchase period. In the event the Company merges with or into another corporation, sells all or substantially all of the Company's assets, or enters into other transactions in which all of the Company's stockholders before the transaction own less than 50% of the total combined voting power of the Company's outstanding securities following the transaction, the Company's Board of Directors or a committee designated by the Board may elect to shorten the offer period then in progress.

The price per share at which shares of common stock may be purchased under the ESPP during any purchase period is the lesser of:

- 85% of the fair market value of common stock on the date of grant of the purchase right, which is the commencement of an offer period; or
- 85% of the fair market value of common stock on the exercise date, which is the last day of a purchase period.

The participant's purchase right is exercised in the above noted manner on each exercise date arising during the offer period unless, on the first day of any purchase period, the fair market value of common stock is lower than the fair market value of common stock on the first day of the offer period. If so, the participant's participation in the original offer period will be terminated, and the participant will automatically be enrolled in the new offer period effective the same date.

The ESPP is administered by the Board of Directors or a committee designated by the Board, which will have the authority to terminate or amend the plan, subject to specified restrictions, and otherwise to administer and resolve all questions relating to the administration of the plan.

*e. Dividend policy:*

The Company has never declared or paid any cash dividends on its capital stock and does not anticipate paying any cash dividends in the foreseeable future.

**NOTE 9: DERIVATIVES AND HEDGING ACTIVITIES**

The fair value of the Company's outstanding derivative instruments is as follows:

	As at December 31,	
	2014	2015
<b>Derivative assets:</b>		
Derivatives designated as cash flow hedging instruments:		
Foreign exchange forward contracts	\$ —	\$ 9
Total	<u>\$ —</u>	<u>\$ 9</u>
<b>Derivative liabilities:</b>		
Derivatives designated as cash flow hedging instruments:		
Foreign exchange option contracts	\$ 52	\$ —
Foreign exchange forward contracts	12	—
Total	<u>\$ 64</u>	<u>\$ —</u>

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

The Company recorded the fair value of derivative assets in “prepaid expenses and other accounts receivable” and the fair value of derivative liabilities in “accrued expenses and other payables” on the Company’s consolidated balance sheets.

The increase (decrease) in unrealized gains (losses) recognized in “accumulated other comprehensive income (loss)” on derivatives, before tax effect, is as follows:

	Year ended December 31,		
	2013	2014	2015
Derivatives designated as cash flow hedging instruments:			
Foreign exchange option contracts	\$108	\$(389)	\$ 83
Foreign exchange forward contracts	175	(41)	94
	<u>\$283</u>	<u>\$(430)</u>	<u>\$177</u>

The net (gains) losses reclassified from “accumulated other comprehensive income (loss)” into income, are as follows:

	Year ended December 31,		
	2013	2014	2015
Derivatives designated as cash flow hedging instruments:			
Foreign exchange option contracts	\$(266)	\$337	\$ (31)
Foreign exchange forward contracts	(249)	45	(73)
	<u>\$(515)</u>	<u>\$382</u>	<u>\$(104)</u>

The Company recorded in cost of revenues and operating expenses, a net gain of \$515, a net loss of \$382 and a net gain of \$104 during the years ended December 31, 2013, 2014 and 2015, respectively, related to its Hedging Contracts. In addition, the Company recorded in financial income, net, a net gain of \$112 during the year ended December 31, 2013, related to derivatives not qualified as hedging instruments. There were no derivatives not qualified as hedging instruments during 2014 and 2015.

**NOTE 10: ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)**

The following table summarizes the changes in accumulated balances of other comprehensive income (loss), net of taxes:

	Unrealized gains (losses) on available-for-sale marketable securities	Unrealized gains (losses) on cash flow hedges	Total
Year ended December 31, 2015			
Beginning balance	\$ (379)	\$ (57)	\$(436)
Other comprehensive income (loss) before reclassifications	(118)	158	40
Amounts reclassified from accumulated other comprehensive income (loss)	70	(93)	(23)
Net current period other comprehensive income (loss)	(48)	65	17
Ending balance	<u>\$ (427)</u>	<u>\$ 8</u>	<u>\$(419)</u>

**CEVA, INC.**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**  
*(in thousands, except share data)*

Year ended December 31, 2014	Unrealized gains(losses) on available-for-sale marketable securities	Unrealized gains (losses) on cash flow hedges	Total
Beginning balance	\$ (65)	\$ (16)	\$ (81)
Other comprehensive loss before reclassifications	(311)	(387)	(698)
Amounts reclassified from accumulated other comprehensive income (loss)	(3)	346	343
Net current period other comprehensive loss	(314)	(41)	(355)
Ending balance	<u>\$ (379)</u>	<u>\$ (57)</u>	<u>\$ (436)</u>

The following table provides details about reclassifications out of accumulated other comprehensive income (loss):

Details about Accumulated Other Comprehensive Income (Loss) Components	Amount Reclassified from Accumulated Other Comprehensive Income (Loss)			Affected Line Item in the Statements of Operations
	Year ended December 31,			
	2013	2014	2015	
Unrealized gains (losses) on cash flow hedges	\$ 13	\$ (17)	\$ —	Cost of revenues
	432	(305)	91	Research and development
	27	(34)	5	Sales and marketing
	43	(26)	8	General and administrative
	515	(382)	104	Total, before income taxes
	54	(36)	11	Income tax expense (benefit)
	461	(346)	93	Total, net of income taxes
Unrealized gains (losses) on available-for-sale marketable securities	379	6	(78)	Financial income, net
	108	3	(8)	Income tax expense (benefit)
	271	3	(70)	Total, net of income taxes
	<u>\$ 732</u>	<u>\$ (343)</u>	<u>\$ 23</u>	Total, net of income taxes

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

NOTE 11: GEOGRAPHIC INFORMATION AND MAJOR CUSTOMER AND PRODUCT DATA

a. Summary information about geographic areas:

FASB ASC No. 280, "Segment Reporting," establishes standards for reporting information about operating segments. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company manages its business on a basis of one reportable segment: the licensing of intellectual property to semiconductor companies and electronic equipment manufacturers (see Note 1 for a brief description of the Company's business). The following is a summary of revenues within geographic areas:

	Year ended December 31,		
	2013	2014	2015
Revenues based on customer location:			
United States	\$ 6,067	\$11,671	\$ 9,737
Europe, Middle East (1)	13,384	5,655	7,064
Asia Pacific (2)(3)	29,449	33,482	42,698
	<u>\$48,900</u>	<u>\$50,808</u>	<u>\$59,499</u>
(1) Germany	\$ 5,543	*)	*)
(2) China	\$20,472	\$20,568	\$29,982
(3) S. Korea	*)	*)	\$ 6,173
*) Less than 10%			

	2014	2015
Long-lived assets by geographic region:		
Israel	2,219	3,090
France	328	279
United States	10	331
Other	48	31
	<u>\$2,605</u>	<u>\$3,731</u>

b. Major customer data as a percentage of total revenues:

The following table sets forth the customers that represented 10% or more of the Company's total revenues in each of the periods set forth below:

	Year ended December 31,		
	2013	2014	2015
Customer A	28%	25%	31%
Customer B	11%	*)	*)

\*) Less than 10%

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

c. Information about Products and Services:

The following table sets forth the products and services as percentages of the Company’s total revenues in each of the periods set forth below:

	Year ended December 31,		
	2013	2014	2015
DSP products (DSP Cores and Platforms)	93%	87%	82%
Connectivity products (Bluetooth, WiFi and SATA/SAS)	7%	13%	18%

NOTE 12: SELECTED STATEMENTS OF OPERATIONS DATA

Financial income, net:

	Year ended December 31,		
	2013	2014	2015
Interest income	\$ 3,884	\$ 2,824	\$ 2,845
Gain (loss) on available-for-sale marketable securities, net	379	6	(78)
Amortization of premium on available-for-sale marketable securities, net	(1,504)	(1,121)	(1,111)
Foreign exchange loss, net	(45)	(565)	(490)
Accretion of Contingent Consideration	—	(169)	(97)
	<u>\$ 2,714</u>	<u>\$ 975</u>	<u>\$ 1,069</u>

NOTE 13: TAXES ON INCOME

a. A number of the Company’s operating subsidiaries are taxed at rates lower than U.S. rates.

1. Irish Subsidiaries

The Irish operating subsidiary qualified for a 12.5% tax rate on its trade. Interest income earned by the Irish subsidiary is taxed at a rate of 25%. As of December 31, 2015, the open tax years, subject to review by the applicable taxing authorities for the Irish subsidiary, are 2010 and subsequent years.

2. Israeli Subsidiary

The Israeli subsidiary has been granted “Approved Enterprise” and “Benefited Enterprise” status under the Israeli Law for the Encouragement of Capital Investments. For such Approved Enterprises and Benefited Enterprises, the Israeli subsidiary elected to apply for alternative tax benefits—the waiver of government grants in return for tax exemptions on undistributed income. Upon distribution of such exempt income, the Israeli subsidiary will be subject to corporate tax at the rate ordinarily applicable to the Approved Enterprise’s or Benefited Enterprise’s income. Such tax exemption on undistributed income applies for a limited period of between two to ten years, depending upon the location of the enterprise. During the remainder of the benefits period (generally until the expiration of ten years), a corporate tax rate not exceeding 25% will apply.

The Israeli subsidiary is a foreign investor company, or FIC, as defined by the Investment Law. FICs are entitled to further reductions in the tax rate normally applicable to Approved Enterprises and Benefited Enterprises. Depending on the foreign ownership in each tax year, the tax rate can range between 10% (when



CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

foreign ownership exceeds 90%) to 20% (when foreign ownership exceeds 49%). There can be no assurance that the subsidiary will continue to qualify as an FIC in the future or that the benefits described herein will be granted in the future.

The Company's Israeli subsidiary's tax-exempt profit from Approved Enterprises and Benefited Enterprises is permanently reinvested as the Company's management has determined that the Company does not currently intend to distribute dividends. Therefore, deferred taxes have not been provided for such tax-exempt income. The Company intends to continue to reinvest these profits and does not currently foresee a need to distribute dividends out of such tax-exempt income.

Income not eligible for Approved Enterprise benefits or Benefited Enterprise benefits is taxed at a regular rate, which was 26.5% in 2015, 26.5% in 2014 and 25% in 2013.

On January 4, 2016, the Israeli Parliament (the Knesset) passed a law to reduce the Israeli corporate tax rate from 26.5% to 25% commencing on January 1, 2016.

The Israeli subsidiary elected to compute taxable income in accordance with Income Tax Regulations (Rules for Accounting for Foreign Investors Companies and Certain Partnerships and Setting their Taxable Income), 1986. Accordingly, the taxable income or loss is calculated in U.S. dollars. Applying these regulations reduces the effect of the foreign exchange rate (of NIS against the U.S. dollar) on the Company's Israeli taxable income.

As of December 31, 2015, the open tax years, subject to review by the applicable taxing authorities for the Israeli subsidiary, are 2011 and subsequent years.

3. French Subsidiaries

The French operating subsidiaries qualified for a 33.33% tax rate on its profits. As of December 31, 2015, the open tax years, subject to review by the applicable taxing authorities for the French subsidiaries, are 2013 and subsequent years.

b. Taxes on income comprised of:

	Year ended December 31,		
	2013	2014	2015
Domestic taxes:			
Current	\$ (37)	\$ 7	\$ 115
Deferred	(1,127)	2,987	—
Foreign taxes:			
Current	2,016	314	2,212
Deferred	(64)	(456)	(1,213)
	<u>\$ 788</u>	<u>\$ 2,852</u>	<u>\$ 1,114</u>
Income (loss) before taxes on income:			
Domestic	\$ (4,315)	\$(2,379)	\$ (3,360)
Foreign	11,788	4,412	10,741
	<u>\$ 7,473</u>	<u>\$ 2,033</u>	<u>\$ 7,381</u>

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

c. Reconciliation between the Company's effective tax rate and the U.S. statutory rate:

	Year ended December 31,		
	2013	2014	2015
Income before taxes on income	\$ 7,473	\$ 2,033	\$ 7,381
Theoretical tax at U.S. statutory rate	2,541	691	2,510
Foreign income taxes at rates other than U.S. rate	(1,057)	(489)	(958)
Approved and benefited enterprises benefits (*)	(1,553)	(785)	(1,653)
Subpart F	633	394	434
Non-deductible items	433	723	349
Non-taxable items	—	(230)	(481)
Decrease in uncertain tax position	(73)	(920)	—
Changes in valuation allowance	(111)	3,356	839
Other, net	(25)	112	74
Taxes on income	\$ 788	\$ 2,852	\$ 1,114
(*) Basic and diluted earnings per share amounts of the benefit resulting from the "Approved Enterprise" and "Benefited Enterprise" status	\$ 0.07	\$ 0.04	\$ 0.08

d. Deferred taxes on income:

Significant components of the Company's deferred tax assets are as follows:

	As at December 31,	
	2014	2015
<b>Deferred tax assets</b>		
Operating loss carryforward	\$ 8,933	\$ 9,066
Accrued expenses	706	1,165
Temporary differences related to R&D expenses	922	1,052
Equity-based compensation	2,563	2,625
Tax credit carry forward	800	875
Other	273	529
Total gross deferred tax assets	14,197	15,312
Valuation allowance	(11,930)	(12,740)
Net deferred tax assets	\$ 2,267	\$ 2,572
<b>Deferred tax liabilities</b>		
Intangible assets	\$ 1,843	\$ 915
Other	26	29
Total deferred tax liabilities	\$ 1,869	\$ 944
Net deferred tax assets (*)	\$ 398	\$ 1,628

(\*) Net deferred taxes for the years ended December 31, 2014 and 2015 are all from foreign jurisdictions.

## CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

Changes in valuation allowances on deferred tax assets result from management's assessment of the Company's ability to utilize certain future tax deductions, operating losses and tax credit carryforwards prior to expiration. Valuation allowances were recorded to reduce deferred tax assets to an amount that will, more likely than not, be realized in the future. The net change in the valuation allowance primarily reflects an increase in deferred tax assets on net operating and other temporary differences for which full valuation allowance is recorded.

The Company does not have a provision for U.S. Federal income taxes on the undistributed earnings of its international subsidiaries because such earnings are considered to be indefinitely reinvested. Determination of the amount of income tax liability that would be incurred is not practical. In addition, the Company operates within multiple taxing jurisdictions involving complex issues, and it has provisions for tax liabilities on investment activities as appropriate.

*e. Uncertain tax positions*

A reconciliation of the beginning and ending amount of gross unrecognized tax benefits based on the provisions of FASB ASC No. 740 is as follows:

	Year ended December 31,	
	2014	2015
Beginning of year	\$ 3,563	\$ 2,859
Additions for current year tax positions	216	217
Decrease as a result of a lapse of applicable statute of limitations	(920)	—
Balance at December 31	<u>\$ 2,859</u>	<u>\$ 3,076</u>

As of December 31, 2014 and 2015, there were \$2,859 and \$3,076, respectively, of unrecognized tax benefits that if recognized would affect the annual effective tax rate. As of December 31, 2014 and 2015, the Company had accrued interest related to unrecognized tax benefits of \$39 and \$54, respectively. The Company did not accrue penalties during the years ended December 31, 2014 and 2015.

The Company believes that an adequate provision has been made for any adjustments that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty. If any issues addressed in the Company's tax audits are resolved in a manner not consistent with management's expectations, the Company could be required to adjust its provision for income taxes in the period such resolution occurs. The Company does not expect uncertain tax positions to change significantly over the next 12 months, except in the case of settlements with tax authorities, the likelihood and timing of which are difficult to estimate.

*f. Tax loss carryforwards:*

As of December 31, 2015, CEVA and its subsidiaries had net operating loss carryforwards for federal income tax purposes of approximately \$7,020, which are available to offset future federal taxable income. Of that amount, \$5,750 is due to excess tax benefits from stock option exercises. Excess tax benefits related to stock option exercises cannot be recognized until realized through a reduction of current taxes payable. Such loss carryforwards begin to expire in 2030.

As of December 31, 2015, CEVA and its subsidiaries had net operating loss carryforwards for California income tax purposes of approximately \$6,913, which are available to offset future California taxable income. Of

## CEVA, INC.

**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**  
*(in thousands, except share data)*

that amount, \$4,512 is due to excess tax benefits from stock option exercises. Excess tax benefits related to stock option exercises cannot be recognized until realized through a reduction of current taxes payable. Such loss carryforwards begin to expire in 2016.

As of December 31, 2015, CEVA's Irish subsidiary had foreign operating losses of approximately \$62,837, which are available to offset future taxable income indefinitely. A full valuation allowance was provided in relation to those carryforward tax losses due to the uncertainty of their utilization in the foreseeable future. As of December 31, 2015, CEVA's French subsidiaries had foreign operating losses of approximately \$1,438, which are available to offset future taxable income indefinitely.

*g. Tax returns:*

CEVA files income tax returns in the U.S. federal jurisdiction and various state and local jurisdictions. With few exceptions, CEVA is no longer subject to U.S. federal income tax examinations by tax authorities, and state and local income tax examinations, for the years prior to 2011.

**NOTE 14: RELATED PARTY TRANSACTIONS**

One of the Company's directors, Bruce Mann, served as a partner of Morrison & Foerster LLP, the Company's outside legal counsel, until December 31, 2014. Fees attributed to Morrison & Foerster LLP during the years ended December 31, 2013 and 2014 were \$279 and \$275, respectively. There were no related party transactions during the year ended December 31, 2015.

**NOTE 15: COMMITMENTS AND CONTINGENCIES**

a. The Company is not a party to any litigation or other legal proceedings that the Company believes could reasonably be expected to have a material adverse effect on the Company's business, results of operations and financial condition.

b. As of December 31, 2015, the Company and its subsidiaries had several non-cancelable operating leases, primarily for facilities and equipment. These leases generally contain renewal options and require the Company and its subsidiaries to pay all executory costs such as maintenance and insurance. In addition, the Company has several fixed service agreements with sub-contractors.

Rent expenses for the years ended December 31, 2013, 2014 and 2015, were \$839, \$955 and \$1,394, respectively.

As of December 31, 2015, future purchase obligations and minimum rental commitments for leasehold properties and operating leases with non-cancelable terms are as follows:

	Minimum rental commitments for leasehold properties	Commitments for other lease obligations	Other purchase obligations	Total
2016	\$ 1,068	\$ 931	\$ 578	\$2,577
2017	1,111	—	—	1,111
2018	905	—	—	905
2019	211	—	—	211
2020	180	—	—	180
	<u>\$ 3,475</u>	<u>\$ 931</u>	<u>\$ 578</u>	<u>\$4,984</u>

CEVA, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS—(Continued)  
(in thousands, except share data)

c. Royalties:

The Company participated in programs sponsored by the Israeli government for the support of research and development activities. Through December 31, 2015, the Company had obtained grants from the Office of the Chief Scientist of the Israeli Ministry of Industry and Trade (the "OCS") for certain of the Company's research and development projects. The Company is obligated to pay royalties to the OCS, amounting to 3%-3.5% of the sales of the products and other related revenues (based on the dollar) generated from such projects, up to 100% of the grants received. Royalty payment obligations also bear interest at the LIBOR rate. The obligation to pay these royalties is contingent on actual sales of the products and in the absence of such sales, no payment is required.

Royalty expenses relating to the OCS grants included in cost of revenues for the years ended December 31, 2013, 2014 and 2015 amounted to \$147, \$300 and \$482, respectively. As of December 31, 2015, the aggregate contingent liability to the OCS (including interest) amounted to \$15,135.



CEVA, INC.

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

	Balance at beginning of period	Additions	Deduction	Balance at end of period
Year ended December 31, 2015				
Allowance for doubtful accounts	\$ 25	\$ —	\$ —	\$ 25
Year ended December 31, 2014				
Allowance for doubtful accounts	\$ —	\$ 25	\$ —	\$ 25
Year ended December 31, 2013				
Allowance for doubtful accounts	\$ 9	\$ —	\$ 9	\$ —

**EXHIBIT INDEX**

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
3.1(1)	Amended and Restated Certificate of Incorporation of the Registrant
3.2(2)	Certificate of Ownership and Merger (merging CEVA, Inc. into ParthusCeva, Inc.)
3.3(3)	Fourth Amended and Restated Bylaws of the Registrant
3.7(4)	Amendment to the Amended and Restated Certificate of Incorporation of the Registrant
4.1(5)	Specimen of Common Stock Certificate
10.1(6)†	CEVA, Inc. 2000 Stock Incentive Plan
10.7(6)†	CEVA, Inc. 2002 Stock Incentive Plan
10.8(18)†	CEVA, Inc. 2003 Director Stock Option Plan
10.9(6)†	Parthus 2000 Share Option Plan
10.10(17)†	CEVA, Inc. 2002 Employee Stock Purchase Plan
10.11(1)	Form of Indemnification Agreement
10.12(7)†	Employment Agreement between the Registrant and Gideon Wertheizer dated as of November 1, 2002
10.13(7)†	Employment Agreement between the Registrant and Issachar Ohana dated as of November 1, 2002
10.14(8)†	Personal and Special Employment Agreement between the Registrant and Yaniv Arieli dated as of August 18, 2005
10.15(9)†	Form of Stock Option Agreement under the CEVA, Inc. 2002 Stock Incentive Plan
10.16(9)†	Form of Israeli Stock Option Agreement under the CEVA, Inc. 2002 Stock Incentive Plan
10.17(9)†	Form of Stock Option Agreement under the CEVA, Inc. 2000 Stock Incentive Plan
10.18(9)†	Form of Israeli Stock Option Agreement under the CEVA, Inc. 2000 Stock Incentive Plan
10.19(9)†	Form of Option Agreement under the CEVA, Inc. 2003 Director Stock Option Plan
10.20(10)†	Form of Stock Option Agreement for Directors under the CEVA, Inc. 2000 Stock Incentive Plan
10.21(10)†	Yaniv Arieli's Amended and Restated Nonstatutory Stock Option Agreement under the CEVA, Inc. 2002 Stock Incentive Plan, dated as of August 1, 2007
10.22(11)†	Amendment, dated July 22, 2003, to the Employment Agreement by and between Issachar Ohana and CEVA, Inc., dated November 1, 2002
10.23(12)†	Amendment, effective as of November 1, 2007, to the Employment Agreement by and between Issachar Ohana and CEVA, Inc., dated November 1, 2002 and as amended on July 22, 2003
10.24(13)†	CEVA, Inc. 2011 Stock Incentive Plan
10.25(14)†	2015 Incentive Plan for Issachar Ohana, EVP Worldwide Sales, effective as of January 1, 2015 (portions of this exhibit is redacted).
10.25(15)†	2015 Executive Bonus Plan for Gideon Wertheizer and Yaniv Arieli, effective as of January 1, 2015 (portions of this exhibit is redacted).
10.25(16)†	2016 Incentive Plan for Issachar Ohana, EVP Worldwide Sales, effective as of January 1, 2015 (portions of this exhibit is redacted).



---

## Table of Contents

<u>Exhibit Number</u>	<u>Description</u>
10.26†*	Form of Stock Appreciation Right Agreement under the CEVA, Inc. 2011 Stock Incentive Plan
10.27†*	Form of Israeli Stock Appreciation Right Agreement under the CEVA, Inc. 2011 Stock Incentive Plan
10.28†*	Form of Israeli Restricted Stock Unit Agreement for employees under the CEVA, Inc. 2011 Stock Incentive Plan
10.29†*	Form of Restricted Stock Unit Agreement for employees under the CEVA, Inc. 2011 Stock Incentive Plan
10.30†*	Form of Restricted Stock Unit Agreement for non-employee directors under the CEVA, Inc. 2011 Stock Incentive Plan
10.31†*	Form of Restricted Stock Unit Agreement for Israeli non-employee directors under the CEVA, Inc. 2011 Stock Incentive Plan
10.32†*	Israeli Sub-plan under the CEVA, Inc. 2011 Stock Incentive Plan
21.1*	Subsidiaries of the Registrant
23.1*	Consent of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global
24.1*	Power of Attorney (See signature page of this Annual Report on Form 10-K)
31.1*	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer
31.2*	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer
32*	Section 1350 Certification of Chief Executive Officer and Chief Financial Officer
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

---

(1) Filed as an exhibit to CEVA's registration statement on Form 10, as amended, initially filed with the Commission on June 3, 2002 (registration number 000-49842), and incorporated herein by reference.

(2) Filed as an exhibit to CEVA's Report on Form 8-K, filed with the Commission on December 8, 2003, and incorporated hereby by reference.

(3) Filed as an exhibit to CEVA's Current Report on Form 8-K, filed with the Commission on April 29, 2014, and incorporated hereby by reference.

(4) Filed as an exhibit to CEVA's Report on Form 8-K, filed with the Commission on July 22, 2005, and incorporated hereby by reference.

(5) Filed as an exhibit to CEVA's registration statement on Form S-1, as amended, initially filed with the Commission on July 30, 2002 (registration number 333-97353), and incorporated herein by reference.

(6) Filed as an exhibit to CEVA's 2007 Annual Report on Form 10-K, filed with the Commission on March 14, 2008, and incorporated hereby by reference.

(7) Filed as an exhibit to CEVA's 2002 Annual Report on Form 10-K, filed with the Commission on March 28, 2003, and incorporated hereby by reference.

(8) Filed as an exhibit to CEVA's Quarterly Report on Form 10-Q, filed with the Commission on November 9, 2005, and incorporated hereby by reference.

---

## Table of Contents

- (9) Filed as an exhibit to CEVA's Quarterly Report on Form 10-Q, filed with the Commission on August 9, 2006, and incorporated hereby by reference.
- (10) Filed as an exhibit of the same number to CEVA's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2007, and incorporated hereby by reference.
- (11) Filed as Exhibit 10.27 to CEVA's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on November 9, 2007, and incorporated hereby by reference.
- (12) Filed as Exhibit 99.1 to CEVA's Current Report on Form 8-K, filed with the Securities and Exchange Commission on November 7, 2007, and incorporated hereby by reference.
- (13) Filed as an appendix to CEVA's proxy statement for its 2011 annual meeting of stockholders filed with the Securities and Exchange Commission on April 8, 2011.
- (14) Filed as an exhibit to CEVA's Current Report on Form 8-K, filed with the Securities and Exchange Commission on April 1, 2015, and incorporated hereby by reference.
- (15) Description filed in CEVA's Current Report on Form 8-K, filed with the Securities and Exchange Commission on April 1, 2015, and incorporated hereby by reference.
- (16) Filed as an exhibit to CEVA's Current Report on Form 8-K, filed with the Securities and Exchange Commission on February 5, 2016, and incorporated hereby by reference.
- (17) Filed as an exhibit to CEVA's Quarterly Report on Form 10-Q, filed with the Commission on August 8, 2015, and incorporated hereby by reference.
- (18) Filed as Exhibit 10.8 to CEVA's Annual Report on Form 10-K filed with the Commission on March 15, 2012, and incorporated hereby by reference
- † Management contract or compensatory plan or arrangement required to be filed as an exhibit pursuant to Item 15(c) of Form 10-K.
- \* Filed herewith.

## CEVA, INC. 2011 STOCK INCENTIVE PLAN

NOTICE OF AWARD OF STOCK APPRECIATION RIGHT

Grantee's Name: X

You (the "Grantee") have been granted Stock Appreciation Rights ("SARs" or the "SAR"), subject to the terms and conditions of this Notice of Award of Stock Appreciation Right (the "Notice"), the CEVA, Inc. 2011 Stock Incentive Plan, as amended from time to time (the "Plan"), and the Stock Appreciation Right Award Agreement (the "Award Agreement"). Copies of the Plan and the Award Agreement are available on CEVA's intranet at HR Worldwide under the Section CEVA Stock Plans (the "CEVA Intranet"). You are advised to review all the documents carefully as they form a part of the Notice and the grant herein is subject to the terms set forth therein. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

Date of Award	X
Vesting Commencement Date	X
Base Appreciation Amount	\$X
SAR Ceiling	Four hundred percent (400%) of the Base Amount
Total Number of SARs	X
Expiration Date	X
Post-Termination Exercise Period:	Three (3) Months

Vesting Schedule:

Subject to the Grantee's Continuous Service and other limitations set forth in this Notice, the Plan and the Award Agreement, the SAR will vest and may be exercised, in whole or in part, in accordance with the following schedule: 25% of the original number of SARs on the first anniversary of the Date of Grant and as to an additional 1/48th of the original number of SARs at the end of each successive one-month period following the first anniversary of the Date of Grant until the fourth anniversary of the Date of Grant.

During any authorized leave of absence, the vesting of the SARs as provided in this schedule shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the SARs shall resume upon the Grantee's termination of the leave of absence and return to service to the Company or a Related Entity. The Vesting Schedule of the SARs shall be extended by the length of the suspension.

In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the SARs shall terminate concurrently with the termination of the Grantee's Continuous Service, except as otherwise determined by the Administrator.

---

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the SAR is to be governed by the terms and conditions of this Notice, the Plan and the Award Agreement.

CEVA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SARs SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE SAR OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AWARD AGREEMENT OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Award Agreement pursuant to access on the CEVA Intranet, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the SARs subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan, and the Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan and the Award Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan and the Award Agreement shall be resolved by the Administrator in accordance with Section 12 of the Award Agreement. The Grantee further agrees to the venue selection and waiver of a jury trial in accordance with Section 13 of the Award Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Notice.

As part of the CEVA SAR grant you have recently received, we refer you to read and be aware of the 2011 Prospectus and 2011 Stock Incentive Plan which can be found in CEVA's intranet.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Grantee

---

CEVA, INC. 2011 STOCK INCENTIVE PLAN

**STOCK APPRECIATION RIGHT AWARD AGREEMENT**

1. **Grant of SAR.** CEVA, Inc., a Delaware corporation (the “Company”), hereby grants to the Grantee (the “Grantee”) named in the Notice of Award of Stock Appreciation Right (the “Notice”) Stock Appreciation Rights (“SARs” or the “SAR”) with a Base Appreciation Amount set forth in the Notice (the “Base Appreciation Amount”) subject to the terms and provisions of the Notice, this Stock Appreciation Right Award Agreement (the “Award Agreement”), the Company’s 2011 Stock Incentive Plan (the “Plan”), as amended from time to time, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Award Agreement.

2. **Exercise of SAR.**

(a) **Right to Exercise.** The SAR shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice and with the applicable provisions of the Plan and this Award Agreement. The SAR shall be subject to the provisions of Section 11 of the Plan relating to the exercisability and termination of the SAR in the event of a Corporate Transaction. The Grantee shall be subject to reasonable limitations on the number of requested exercises during any monthly or weekly period as determined by the Administrator.

(b) **Method of Exercise.** The SAR shall be exercisable by delivery of an exercise notice (a form of which is attached as Exhibit A) or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the SAR, the whole number of SARs which are being exercised, and such other provisions as may be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator to the Company. The SAR shall be deemed to be exercised upon receipt by the Company of such notice accompanied by, to the extent required by Section 3(b) below, all applicable withholding taxes.

(c) **Section 16(b).** Notwithstanding any provision of this Award Agreement to the contrary, other than termination of the Grantee’s Continuous Service for Cause, if a sale within the applicable time periods set forth in Sections 4, 5 or 6 herein of Shares acquired upon the exercise of the SAR would subject the Grantee to suit under Section 16(b) of the Exchange Act, the SAR shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which a sale of such Shares by the Grantee would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after the Grantee’s termination of Continuous Service, or (iii) the date on which the SAR expires.

(d) **Automatic Exercise.** In the event the Fair Market Value of the Company’s Common Stock is equal to or greater than the SAR Ceiling (set forth in the Notice) on a particular date, the portion of the SAR that is vested (or becomes vested) on such date will automatically be exercised on the next trading day without any action by the Grantee.

(e) Payment to the Grantee. Subject to Section 2(f) and following receipt of an exercise notice, the Company shall issue the Grantee a number of Shares equal to the “spread” divided by the Fair Market Value of a Share (measured as of the date immediately prior to the date the SAR is exercised). The “spread” is equal to the excess, if any, of the Fair Market Value of a Share (measured as of the date immediately prior to the date the SAR is exercised) over the Base Appreciation Amount multiplied by the number of SARs being exercised. Notwithstanding the foregoing, subject to Section 2(f) and following the automatic exercise of all or a portion of the SAR pursuant to Section 2(d), the Company shall issue the Grantee a number of Shares equal to the “ceiling spread” divided by the SAR Ceiling (set forth in the Notice). The “ceiling spread” is equal to the excess of the SAR Ceiling over the Base Appreciation Amount multiplied by the number of SARs being exercised. The number of Shares issued to the Grantee shall be rounded down to the nearest whole share and in no event shall the Company issue fractional Shares.

(f) Restrictions on Exercise. The SAR may not be exercised if the issuance of Shares pursuant to such exercise would constitute a violation of any Applicable Laws. If the exercise of the SAR within the applicable time periods set forth in Section 4, 5 and 6 of this Award Agreement is prevented by the provisions of this Section 2, the SAR shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the SAR is exercisable, but in any event no later than the Expiration Date set forth in the Notice.

### 3. Taxes.

(a) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the SAR, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the SAR. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the SAR, including the grant, vesting or exercise of the SAR or the subsequent sale of Shares subject to the SAR. The Company and its Related Entities do not commit and are under no obligation to structure the SAR to reduce or eliminate the Grantee’s tax liability. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the SAR until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax, employment tax and any other withholding obligations.

(b) Payment of Withholding Taxes. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the SAR until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Grantee incident to the receipt of Shares. Upon exercise of the SAR, the Company or the Grantee’s employer may offset or withhold (from any amount owed by the Company or the Grantee’s employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the SAR, the Grantee agrees to pay the Company the amount of such deficiency in cash within five (5) days after receiving a written demand from the Company to do so, whether or not the Grantee is an employee of the Company at that time.

---

4. Termination or Change of Continuous Service. In the event the Grantee's Continuous Service terminates, other than for Cause, the portion of the SAR that was vested at the date of such termination (the "Termination Date") may only be exercised during the Post-Termination Exercise Period. The Post-Termination Exercise Period shall commence on the Termination Date. In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the SAR shall, except as otherwise determined by the Administrator, terminate concurrently with the termination of the Grantee's Continuous Service (also the "Termination Date"). In no event, however, shall the SAR be exercised later than the Expiration Date set forth in the Notice. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the SAR shall remain in effect and the SAR shall continue to vest in accordance with the Vesting Schedule set forth in the Notice. Except as provided in Sections 5 and 6 below, to the extent that the SAR was unvested on the Termination Date, or if the vested portion of the SAR is not exercised within the Post-Termination Exercise Period, the SAR shall terminate.

5. Disability of Grantee. In the event the Grantee's Continuous Service terminates as a result of his or her Disability, the portion of the SAR that was vested on the Termination Date may only be exercised within twelve (12) months commencing on the Termination Date (but in no event later than the Expiration Date). To the extent that the SAR was unvested on the Termination Date, or if the vested portion of the SAR is not exercised within the time specified herein, the SAR shall terminate.

6. Death of Grantee. In the event of the termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the Grantee's death during the Post-Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability, the person who acquired the right to exercise the SAR pursuant to Section 7 may exercise the portion of the SAR that was vested at the date of termination within twelve (12) months commencing on the date of death (but in no event later than the Expiration Date). To the extent that the SAR was unvested on the date of death, or if the vested portion of the SAR is not exercised within the time specified herein, the SAR shall terminate.

7. Transferability of SAR. The SAR may not be transferred in any manner other than by will or by the laws of descent and distribution, provided, however, that the SAR may be transferred during the lifetime of the Grantee to the extent and in the manner authorized by the Administrator but only to the extent such transfers are made to family members, to family trusts, to family controlled entities, to charitable organizations, and pursuant to domestic relations orders or agreements, in all cases without payment for such transfers to the Grantee. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's SAR in the event of the Grantee's death on a beneficiary designation form provided by the Administrator. Following the death of the Grantee, the SAR, to the extent provided in Section 6, may be exercised (a) by the person or persons designated under the deceased Grantee's beneficiary designation or (b) in the absence of an effectively designated beneficiary, by the Grantee's legal representative or by any person empowered to do so under the deceased Grantee's will or under the then applicable laws of descent and distribution. The terms of the SAR shall be binding upon the executors, administrators, heirs, successors and transferees of the Grantee.

---

8. Term of SAR. The SAR must be exercised no later than the Expiration Date set forth in the Notice or such earlier date as otherwise provided herein. After the Expiration Date or such earlier date, the SAR shall be of no further force or effect and may not be exercised.

9. Rights as Stockholder. The Grantee shall have no rights as a stockholder with respect to the SAR (including any voting rights or rights with respect to dividends paid on the Common Stock) until the SAR is settled by the issuance of Shares to the Grantee.

10. Entire Agreement: Governing Law. The Notice, the Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan and this Award Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Award Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan or this Award Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

11. Construction. The captions used in the Notice and this Award Agreement are inserted for convenience and shall not be deemed a part of the SAR for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

12. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Award Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

13. Venue and Waiver of Jury Trial. The Company, the Grantee, and the Grantee's assignees pursuant to Section 7 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Award Agreement shall be brought in the United States District Courts in the State of Delaware (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Delaware state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 13 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.



---

14. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

**END OF AGREEMENT**

---

**EXHIBIT A**

**CEVA, INC. 2011 STOCK INCENTIVE PLAN**

**EXERCISE NOTICE**

2033 Gateway Place  
Suite 150  
San Jose, California  
95110-1002  
Attention: Secretary

1. **Exercise of SAR.** Effective upon the receipt of this Exercise Notice by the Company as set forth in Section 2(b) of the Stock Appreciation Rights Award Agreement (the "Award Agreement"), the undersigned (the "Grantee") hereby elects to exercise \_\_\_\_\_ Stock Appreciation Rights ("SARs") under and pursuant to the Award Agreement, the Company's 2011 Stock Incentive Plan (the "Plan"), as amended from time to time, and Notice of Award of Stock Appreciation Right (the "Notice") dated \_\_\_\_\_, \_\_\_\_\_. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Exercise Notice.

2. **Representations of the Grantee.** The Grantee acknowledges that the Grantee has received, read and understood the Notice, the Plan and the Award Agreement and agrees to abide by and be bound by their terms and conditions.

3. **Rights as Stockholder.** Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the SAR. The Company shall issue (or cause to be issued) such stock certificate promptly after the SAR is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 10 of the Plan.

4. **Tax Consultation.** The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the exercise of the SAR and acquisition or disposition of Shares pursuant to the SAR. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the exercise of the SAR and acquisition or disposition of Shares pursuant to the SAR and that the Grantee is not relying on the Company for any tax advice.

5. **Taxes.** The Grantee agrees to satisfy all applicable foreign, federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations.

6. **Successors and Assigns.** The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this agreement shall inure to the benefit of the successors and assigns of the Company. This Exercise Notice shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assigns.

---

7. Construction. The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this agreement for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

8. Administration and Interpretation. The Grantee hereby agrees that any question or dispute regarding the administration or interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

9. Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

11. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

12. Entire Agreement. The Notice, the Plan and the Award Agreement are incorporated herein by reference and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Award Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

---

Submitted by:

GRANTEE:

\_\_\_\_\_

(Signature)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Accepted by:

**CEVA, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

1174 Castro Street, Suite 210  
Mountain View  
California 94040

## CEVA, INC. 2011 STOCK INCENTIVE PLAN

**NOTICE OF AWARD OF STOCK APPRECIATION RIGHT - FOR ISRAELI  
RESIDENT GRANTEES**

Grantee's Name XX

You (the "Grantee") have been granted Stock Appreciation Rights ("SARs" or the "SAR"), subject to the terms and conditions of this Notice of Award of Stock Appreciation Right For Israeli Resident Grantees (the "Notice"), the CEVA, Inc. 2011 Stock Incentive Plan, as amended from time to time (the "Plan"), the Israeli Sub-Plan of the Plan (the "Sub-Plan") and the Stock Appreciation Right Award Agreement (the "Award Agreement"). Copies of the Plan, the Sub-Plan and the Award Agreement are available on CEVA's intranet at HR Worldwide under the Section CEVA Stock Plans (the "CEVA Intranet"). You are advised to review all the documents carefully as they form a part of the Notice and the grant herein is subject to the terms set forth therein. Unless otherwise provided herein, the terms defined in the Plan and the Sub-Plan shall have the same defined meanings in this Notice. In the event of any inconsistency or contradiction between any of the terms of this Notice and the provisions of the Plan and the Sub-Plan, the terms and provisions of this Notice shall prevail.

Date of Grant XX

Vesting Commencement Date XX

Base Appreciation Amount \$X

SAR Ceiling Four hundred percent (400%) of the Base Amount

Total Number of SARs X

Type of Award:

- 102 Capital Gains Track Option (with Trustee)  
 102 Ordinary Income Track Option (with Trustee)  
 102 Non-Trustee Option  
 3(i) Option

Other \_\_\_\_\_

Expiration Date X

Post-Termination Exercise Period: Three (3) Months

---

Vesting Schedule:

Subject to the Grantee's Continuous Service and other limitations set forth in this Notice, the Plan, the Sub-Plan and the Award Agreement, the SAR will vest and may be exercised, in whole or in part, in accordance with the following schedule: 25% of the original number of SARs on the first anniversary of the Date of Grant and as to an additional 1/48th of the original number of SARs at the end of each successive one-month period following the first anniversary of the Date of Grant until the fourth anniversary of the Date of Grant.

During any authorized leave of absence, the vesting of the SARs as provided in this schedule shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the SARs shall resume upon the Grantee's termination of the leave of absence and return to service to the Company or a Related Entity. The Vesting Schedule of the SARs shall be extended by the length of the suspension.

In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the SARs shall terminate concurrently with the termination of the Grantee's Continuous Service, except as otherwise determined by the Administrator.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the SAR is to be governed by the terms and conditions of this Notice, the Plan, the Sub-Plan and the Award Agreement.

CEVA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SARs SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE SAR OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AWARD AGREEMENT, THE PLAN OR THE SUB-PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE SARs OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan, the Sub-Plan and the Award Agreement pursuant to access on the CEVA Intranet, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the SARs subject to all of the terms

---

and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan, the Sub-Plan, and the Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan, the Sub-Plan and the Award Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan, the Sub-Plan and the Award Agreement shall be resolved by the Administrator in accordance with Section 12 of the Award Agreement. The Grantee further agrees to the venue selection and waiver of a jury trial in accordance with Section 13 of the Award Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Notice.

To the extent an Approved 102 Option, as defined below, is designated above, the Grantee declares and acknowledges: (i) that he or she fully understand that Section 102 of the Ordinance and the rules and regulations enacted thereunder apply to the SARs specified in this Notice and to him or her; and (ii) that he or she understands the provisions of Section 102, the tax track chosen and the implications thereof. In addition, the terms of such SARs shall also be subject to the terms of the Trust Agreement made between the Company and the Trustee for the benefit of the Grantee (the "Trust Agreement"), as well as the requirements of the Israeli Income Tax Commissioner. The grant of SARs is conditioned upon the Grantee signing all documents requested by the Company, the Employer or the Trustee, in accordance with and under the Trust Agreement. ***A copy of the Trust Agreement is available for the Grantee's review, during normal working hours, at Company's offices.***

As part of the CEVA SAR grant you have recently received, we refer you to read and be aware of the 2011 Prospectus and 2011 Stock Incentive Plan which can be found in CEVA's intranet.

Dated: \_\_\_\_\_  
Grantee

Signed: \_\_\_\_\_

---

CEVA, INC. 2011 STOCK INCENTIVE PLAN

**STOCK APPRECIATION RIGHT AWARD AGREEMENT-  
FOR ISRAELI RESIDENT GRANTEEES**

1. Grant of SAR. CEVA, Inc., a Delaware corporation (the “Company”), hereby grants to the Grantee (the “Grantee”) named in the Notice of Award of Stock Appreciation Right for Israeli Resident Grantees (the “Notice”) Stock Appreciation Rights (“SARs” or the “SAR”) with a Base Appreciation Amount set forth in the Notice (the “Base Appreciation Amount”) subject to the terms and provisions of the Notice, this Stock Appreciation Right Award Agreement for Israeli Resident Grantees (the “Award Agreement”), the Company’s 2011 Stock Incentive Plan (the “Plan”), as amended from time to time and the Israeli Sub-Plan of the Plan (the “Sub-Plan”), which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan, the Sub-Plan and the Notice shall have the same defined meanings in this Award Agreement.

2. Exercise of SAR.

(a) Right to Exercise. The SAR shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice and with the applicable provisions of the Plan and this Award Agreement. The SAR shall be subject to the provisions of Section 11 of the Plan relating to the exercisability and termination of the SAR in the event of a Corporate Transaction. The Grantee shall be subject to reasonable limitations on the number of requested exercises during any monthly or weekly period as determined by the Administrator.

(b) Method of Exercise. The SAR shall be exercisable by delivery of an exercise notice (a form of which is attached as Exhibit A) or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the SAR, the whole number of SARs which are being exercised, and such other provisions as may be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator to the Company. The SAR shall be deemed to be exercised upon receipt by the Company of such notice accompanied by, to the extent required by Section 3(b) below, all applicable withholding taxes.

(c) Section 16(b). Notwithstanding any provision of this Award Agreement to the contrary, other than termination of the Grantee’s Continuous Service for Cause, if a sale within the applicable time periods set forth in Sections 4, 5 or 6 herein of Shares acquired upon the exercise of the SAR would subject the Grantee to suit under Section 16(b) of the Exchange Act, the SAR shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which a sale of such Shares by the Grantee would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after the Grantee’s termination of Continuous Service, or (iii) the date on which the SAR expires.

(d) Automatic Exercise. In the event the Fair Market Value of the Company’s Common Stock is equal to or greater than the SAR Ceiling (set forth in the Notice) on a particular date, the portion of the SAR that is vested (or becomes vested) on such date will automatically be exercised on the next trading day without any action by the Grantee.



---

(e) Payment to the Grantee. Subject to Section 2(f) and following receipt of an exercise notice, the Company shall issue the Grantee or, in the case of SARs granted under the provisions of Section 102 of the Ordinance, Shares resulting from their exercise and any additional rights, including bonus shares that may be distributed to the Grantee in connection with the SARs (the "Additional Rights"), which will be allocated to the Trustee on behalf of the Grantee according to the provisions of Section 102 of the Ordinance and Rules (the "Approved 102 Option"), the Trustee a number of Shares equal to the "spread" divided by the Fair Market Value of a Share (measured as of the date immediately prior to the date the SAR is exercised). The "spread" is equal to the excess, if any, of the Fair Market Value of a Share (measured as of the date immediately prior to the date the SAR is exercised) over the Base Appreciation Amount multiplied by the number of SARs being exercised. Notwithstanding the foregoing, subject to Section 2(f) and following the automatic exercise of all or a portion of the SAR pursuant to Section 2(d), the Company shall issue the Grantee or, in the case of Approved 102 Option, the Trustee a number of Shares equal to the "ceiling spread" divided by the SAR Ceiling (set forth in the Notice). The "ceiling spread" is equal to the excess of the SAR Ceiling over the Base Appreciation Amount multiplied by the number of SARs being exercised. The number of Shares issued to the Grantee or, in the case of Approved 102 Option, the Trustee shall be rounded down to the nearest whole share and in no event shall the Company issue fractional Shares.

(f) Restrictions on Exercise. The SAR may not be exercised if the issuance of Shares pursuant to such exercise would constitute a violation of any Applicable Laws. If the exercise of the SAR within the applicable time periods set forth in Section 4, 5 and 6 of this Award Agreement is prevented by the provisions of this Section 2, the SAR shall remain exercisable until one (1) month after the date the Grantee is notified by the Company that the SAR is exercisable, but in any event no later than the Expiration Date set forth in the Notice.

### 3. Taxes.

(a) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the SAR, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the SAR. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the SAR, including the grant, vesting or exercise of the SAR or the subsequent sale of Shares subject to the SAR. The Company and its Related Entities do not commit and are under no obligation to structure the SAR to reduce or eliminate the Grantee's tax liability. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the SAR until the Grantee or other person has made arrangements acceptable to the Administrator and/or the Trustee, as applicable, for the satisfaction of applicable income tax, employment tax and any other withholding obligations.

(b) Payment of Withholding Taxes. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the SAR until the Grantee or other person has made arrangements acceptable to the Administrator and/or the Trustee, as applicable, for the

satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Grantee incident to the receipt of Shares. Upon exercise of the SAR, the Company, Employer or the Trustee, as applicable, may offset or withhold (from any amount owed by the Company or the Employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the SAR, the Grantee agrees indemnify the Company, the Employer or the Trustee, as applicable, and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, as applicable, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee, and to pay them the amount of such deficiency in cash within five (5) days after receiving a written demand from the Company, the Employer or the Trustee to do so, whether or not the Grantee is an employee of the Company and/or the Employer at that time.

(c) Tax Consultation. The Grantee is advised to consult with a tax advisor with respect to the tax consequences of receiving or exercising SARs hereunder. The Company and/or the Employer do not assume any responsibility to advise the Grantee on such matters, which shall remain solely the responsibility of the Grantee.

4. Termination or Change of Continuous Service. In the event the Grantee's Continuous Service terminates, other than for Cause, the portion of the SAR that was vested at the date of such termination (the "Termination Date") may only be exercised during the Post-Termination Exercise Period. The Post-Termination Exercise Period shall commence on the Termination Date. In the event of termination of the Grantee's Continuous Service for Cause, the Grantee's right to exercise the SAR shall, except as otherwise determined by the Administrator, terminate concurrently with the termination of the Grantee's Continuous Service (also the "Termination Date"). In no event, however, shall the SAR be exercised later than the Expiration Date set forth in the Notice. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the SAR shall remain in effect and the SAR shall continue to vest in accordance with the Vesting Schedule set forth in the Notice; provided, however, that with respect to any Approved 102 Option that shall remain in effect after a change in status from Employee to Controlling Shareholder or Consultant, such Approved 102 Option shall cease to be treated as an Approved 102 Option and shall be treated as a 3(i) Option. Except as provided in Sections 5 and 6 below, to the extent that the SAR was unvested on the Termination Date, or if the vested portion of the SAR is not exercised within the Post-Termination Exercise Period, the SAR shall terminate.

5. Disability of Grantee. In the event the Grantee's Continuous Service terminates as a result of his or her Disability, the portion of the SAR that was vested on the Termination Date may only be exercised within twelve (12) months commencing on the Termination Date (but in no event later than the Expiration Date). To the extent that the SAR was unvested on the Termination Date, or if the vested portion of the SAR is not exercised within the time specified herein, the SAR shall terminate.

6. Death of Grantee. In the event of the termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the Grantee's death during the Post-

---

Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability, the person who acquired the right to exercise the SAR pursuant to Section 7 may exercise the portion of the SAR that was vested at the date of termination within twelve (12) months commencing on the date of death (but in no event later than the Expiration Date). To the extent that the SAR was unvested on the date of death, or if the vested portion of the SAR is not exercised within the time specified herein, the SAR shall terminate.

7. Transferability of SAR. The SAR may not be transferred in any manner other than by will or by the laws of descent and distribution, provided, however, that the SAR may be transferred during the lifetime of the Grantee to the extent and in the manner authorized by the Administrator but only to the extent such transfers are made to family members, to family trusts, to family controlled entities, to charitable organizations, and pursuant to domestic relations orders or agreements, in all cases without payment for such transfers to the Grantee. With respect to Approved 102 Option, a Grantee shall not sell, assign, transfer, give as a collateral or any right that would be given to any third party or release from trust any Share received upon the exercise of an Approved 102 Option and/or any Additional Right, until at least the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulations or orders or procedures promulgated thereunder shall apply to and shall be borne by such Grantee. At the end of the Holding Period, the Option, Shares or any Additional Rights may be transferred to the Grantee upon his demand, but only under the condition that the tax due in accordance with Section 102 and the Rules is paid to the satisfaction of the Trustee and the Company. With respect to a SAR granted pursuant to Section 102(c) of the Ordinance, including Additional Rights in respect thereof, if the Grantee ceases to be employed by the Employer, the Grantee shall extend to the Company and/or the Employer a security or guarantee for the payment of tax (including social security taxes and health insurance taxes) due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the Rules. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's SAR in the event of the Grantee's death on a beneficiary designation form provided by the Administrator. Following the death of the Grantee, the SAR, to the extent provided in Section 6, may be exercised (a) by the person or persons designated under the deceased Grantee's beneficiary designation or (b) in the absence of an effectively designated beneficiary, by the Grantee's legal representative or by any person empowered to do so under the deceased Grantee's will or under the then applicable laws of descent and distribution. The terms of the SAR shall be binding upon the executors, administrators, heirs, successors and transferees of the Grantee.

8. Term of SAR. The SAR must be exercised no later than the Expiration Date set forth in the Notice or such earlier date as otherwise provided herein. After the Expiration Date or such earlier date, the SAR shall be of no further force or effect and may not be exercised.

9. Rights as Stockholder. The Grantee shall have no rights as a stockholder with respect to the SAR (including any voting rights or rights with respect to dividends paid on the Common Stock) until the SAR is settled by the issuance of Shares to the Grantee.

---

10. Entire Agreement: Governing Law. The Notice, the Plan, the Sub-Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Sub-Plan and this Award Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Sub-Plan and this Award Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties, provided that that the tax treatment and the tax rules and regulations applying hereto shall be the Ordinance and Rules. Should any provision of the Notice, the Plan, the Sub-Plan or this Award Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

11. Construction. The captions used in the Notice and this Award Agreement are inserted for convenience and shall not be deemed a part of the SAR for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

12. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Award Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

13. Venue and Waiver of Jury Trial. The Company, the Grantee, and the Grantee's assignees pursuant to Section 7 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Award Agreement shall be brought in the United States District Courts in the State of Delaware (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Delaware state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 13 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

14. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

---

**END OF AGREEMENT**

---

**EXHIBIT A**

**CEVA, INC. 2011 STOCK INCENTIVE PLAN**

**EXERCISE NOTICE- BY ISRAELI RESIDENT GRANTEES**

2033 Gateway Place  
Suite 150  
San Jose, California  
95110-1002  
Attention: Secretary

1. **Exercise of SAR.** Effective upon the receipt of this Exercise Notice by the Company as set forth in Section 2(b) of the Stock Appreciation Rights Award Agreement (the "Award Agreement"), the undersigned (the "Grantee") hereby elects to exercise \_\_\_\_\_ Stock Appreciation Rights ("SARs") under and pursuant to the Award Agreement, the Company's 2011 Stock Incentive Plan (the "Plan"), as amended from time to time, the Israeli Sub-Plan of the Plan (the "Sub-Plan"), the Trust Agreement between the Company and the Trustee for the benefit of the Grantee (the "Trust Agreement") and Notice of Award of Stock Appreciation Right (the "Notice") dated \_\_\_\_\_, \_\_\_\_\_. Unless otherwise defined herein, the terms defined in the Plan, the Sub-Plan and/or the Notice shall have the same defined meanings in this Exercise Notice.

2. **Representations of the Grantee.** The Grantee acknowledges that the Grantee has received, read and understood the Notice, the Plan, the Sub-Plan, the Award Agreement and the Trust Agreement and agrees to abide by and be bound by their terms and conditions.

3. **Rights as Stockholder.** Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the SAR. The Company shall issue (or cause to be issued) such stock certificate promptly after the SAR is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 10 of the Plan.

4. **Tax Consultation.** The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the exercise of the SAR and acquisition or disposition of Shares pursuant to the SAR. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the exercise of the SAR and acquisition or disposition of Shares pursuant to the SAR and that the Grantee is not relying on the Company for any tax advice.

5. **Taxes.** The Grantee agrees to satisfy all applicable foreign, federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations.

---

6. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this agreement shall inure to the benefit of the successors and assigns of the Company. This Exercise Notice shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assigns.

7. Construction. The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this agreement for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

8. Administration and Interpretation. The Grantee hereby agrees that any question or dispute regarding the administration or interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

9. Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties, provided that that the tax treatment and the tax rules and regulations applying hereto shall be the Ordinance and Rules (as defined in the Plan). Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

11. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

12. Entire Agreement. The Notice, the Plan, the Sub-Plan and the Award Agreement are incorporated herein by reference and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Sub-Plan, the Award Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

---

Submitted by:

GRANTEE:

\_\_\_\_\_  
(Signature)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Accepted by:

**CEVA, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

1174 Castro Street, Suite 210  
Mountain View  
California 94040



CEVA, INC. 2011 STOCK INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD—FOR ISRAELI RESIDENT GRANTEES

Grantee’s Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You (the “Grantee”) have been granted Restricted Stock Units (the “Award”), subject to the terms and conditions of this Notice of Restricted Stock Unit Award For Israeli Resident Grantees (the “Notice”), the CEVA, Inc. 2011 Stock Incentive Plan, as amended from time to time (the “Plan”), the Israeli Sub-Plan of the Plan (the “Sub-Plan”) and the Restricted Stock Unit Award Agreement (the “Award Agreement”) attached hereto, as follows. Unless otherwise provided herein, the terms defined in the Plan and the Sub-Plan shall have the same defined meanings in this Notice. In the event of any inconsistency or contradiction between any of the terms of this Notice and the provisions of the Plan or the Sub-Plan, the terms and provisions of this Notice shall prevail.

Date of Award

\_\_\_\_\_

Vesting Commencement Date

\_\_\_\_\_

Total Number of Restricted Stock Units Awarded (the “Units”)

\_\_\_\_\_

Type of Award:

102 Capital Gains Track Option (with Trustee)

102 Ordinary Income Track Option (with Trustee)

102 Non-Trustee Option

3(i) Option

Other \_\_\_\_\_

Vesting Schedule:

Subject to the Grantee’s Continuous Service and other limitations set forth in this Notice, the Plan, the Sub-Plan and the Award Agreement, the Units will vest in accordance with the following schedule: 33.4% of the original number of Units on the first anniversary of the Vesting Commencement Date, 33.3% of the original number of Units on the second anniversary of the Vesting Commencement Date and the remaining 33.3% of the original number of Units on the third anniversary of the Vesting Commencement Date.

During any authorized leave of absence, the vesting of the Units as provided in this schedule shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Units shall resume upon the Grantee's termination of the leave of absence and return to service to the Company or a Related Entity. The Vesting Schedule of the Units shall be extended by the length of the suspension.

For purposes of this Notice and the Award Agreement, the term "vest" shall mean, with respect to any Units, that such Units are no longer subject to forfeiture to the Company. If the Grantee would become vested in a fraction of a Unit, such Unit shall not vest until the Grantee becomes vested in the entire Unit.

Vesting shall cease upon the date the Grantee terminates Continuous Service for any reason, including death or Disability. In the event of termination of the Grantee's Continuous Service for any reason, including death or Disability, any unvested Units held by the Grantee immediately upon such termination of the Grantee's Continuous Service shall be forfeited and deemed reconveyed to the Company and the Company shall thereafter be the legal and beneficial owner of such reconveyed Units and shall have all rights and interest in or related thereto without further action by the Grantee.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Award is to be governed by the terms and conditions of this Notice, the Plan, the Sub-Plan and the Award Agreement.

CEVA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE UNITS SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE AWARD OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AWARD AGREEMENT, THE PLAN OR THE SUB-PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan, the Sub-Plan and the Award Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Award subject to all of the terms and provisions hereof and thereof. The

---

Grantee has reviewed this Notice, the Plan, the Sub-Plan, and the Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan, the Sub-Plan and the Award Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan, the Sub-Plan and the Award Agreement shall be resolved by the Administrator in accordance with Section 8 of the Award Agreement. The Grantee further agrees to the venue selection and waiver of a jury trial in accordance with Section 9 of the Award Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Notice.

To the extent an Approved 102 Option, as defined below, is designated above, the Grantee declares and acknowledges: (i) that he or she fully understand that Section 102 of the Ordinance and the rules and regulations enacted thereunder apply to the Award specified in this Notice and to him or her; and (ii) that he or she understands the provisions of Section 102, the tax track chosen and the implications thereof. In addition, the terms of the Award shall also be subject to the terms of the Trust Agreement made between the Company and the Trustee for the benefit of the Grantee (the "Trust Agreement"), as well as the requirements of the Israeli Income Tax Commissioner. The grant of the Award is conditioned upon the Grantee signing all documents requested by the Company, the Employer or the Trustee, in accordance with and under the Trust Agreement. ***A copy of the Trust Agreement is available for the Grantee's review, during normal working hours, at Company's offices.***

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Grantee

CEVA, INC. 2011 STOCK INCENTIVE PLAN

**RESTRICTED STOCK UNIT AWARD AGREEMENT-  
FOR ISRAELI RESIDENT GRANTEES**

1. Grant of Restricted Stock Units. CEVA, Inc., a Delaware corporation (the “Company”), hereby grants to the Grantee (the “Grantee”) named in the Notice of Restricted Stock Unit Award for Israeli Resident Grantees (the “Notice”) an award (the “Award”) of the Total Number of Restricted Stock Units Awarded set forth in the Notice (the “Units”) subject to the terms and provisions of the Notice, this Award Agreement for Israeli Resident Grantees (the “Award Agreement”), the Company’s 2011 Stock Incentive Plan (the “Plan”), as amended from time to time, and the Israeli Sub-Plan of the Plan (the “Sub-Plan”), which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan, the Sub-Plan and the Notice shall have the same defined meanings in this Award Agreement.

2. Conversion of Units and Issuance of Shares.

(a) General. Subject to Sections 2(b) and 2(c), one share of common stock of the Company (the “Company Stock”) shall be issuable for each Unit subject to the Award (the “Shares”) upon vesting. Immediately thereafter, or as soon as administratively feasible, the Company will deliver the appropriate number of Shares to the Grantee after satisfaction of any required tax or other withholding obligations, or, in the case of Approved 102 Option, to the Trustee. Notwithstanding the foregoing, the relevant number of Shares shall be delivered to the Grantee or, in the case of Approved 102 Option, to the Trustee no later than March 15<sup>th</sup> of the year following the calendar year in which the Award vests.

(b) Delay of Conversion. The conversion of the Units into the Shares under Section 2(a) above may be delayed in the event the Company reasonably anticipates that the issuance of the Shares would constitute a violation of federal securities laws or other Applicable Law. If the conversion of the Units into the Shares is delayed by the provisions of this Section 2(b), the conversion of the Units into the Shares shall occur at the earliest date at which the Company reasonably anticipates issuing the Shares will not cause a violation of federal securities laws or other Applicable Law. For purposes of this Section 2(b), the issuance of the Shares that would cause inclusion in gross income or the application of any penalty provision or other provision of the Internal Revenue Code of 1986, as amended (the “Code”) is not considered a violation of Applicable Law.

(c) Delay of Issuance of Shares. The Company shall delay the delivery of any Shares under this Section 2 to the extent necessary to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain “specified employees” of certain publicly-traded companies); in such event, any Shares to which the Grantee would otherwise be entitled during the six (6) month period following the date of the Grantee’s termination of Continuous Service will be delivered on the first business day following the expiration of such six (6) month period.

---

### 3. Taxes.

(a) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the Award, including the grant or vesting, or delivery of Shares under, the Award or the subsequent sale of Shares acquired under the Award. The Company and its Related Entities do not commit and are under no obligation to structure the Award to reduce or eliminate the Grantee's tax liability. No Shares will be delivered to the Grantee or other person under the Award until the Grantee or other person has made arrangements acceptable to the Administrator and/or the Trustee, as applicable, for the satisfaction of applicable income tax, employment tax and any other withholding obligations.

(b) Payment of Withholding Taxes. Prior to any event in connection with the Award (e.g., vesting) that the Company determines may result in any tax withholding obligation, whether United States federal, state, local or non-U.S., including any social insurance, employment tax, payment on account or other tax-related obligation (the "Tax Withholding Obligation"), Grantee must arrange for the satisfaction of the minimum amount of the Tax Withholding Obligation in a manner acceptable to the Company.

(i) By Share Withholding. If permissible under Applicable Law, Grantee authorizes the Company to, in its sole discretion, withhold from those Shares otherwise issuable to Grantee the whole number of Shares sufficient to satisfy the minimum applicable Tax Withholding Obligation. Grantee acknowledges that the withheld Shares may not be sufficient to satisfy Grantee's minimum Tax Withholding Obligation. Accordingly, Grantee agrees to pay to the Company or any Related Entity as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by the withholding of Shares described above.

(ii) By Sale of Shares. Unless Grantee determines to satisfy the Tax Withholding Obligation by some other means in accordance with clause (iii) below, Grantee's acceptance of this Award constitutes Grantee's instruction and authorization to the Company and any brokerage firm determined acceptable to the Company for this purpose to, upon the exercise of Company's sole discretion, sell on Grantee's behalf a whole number of Shares from those Shares issuable to Grantee as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the minimum applicable Tax Withholding Obligation ("Tax Obligation Sale"). These Shares will be sold on the day the Tax Withholding Obligation arises (e.g., a vesting date) or as soon thereafter as practicable. Grantee will be responsible for all broker's fees and other costs related to a Tax Obligation Sale, and Grantee agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any Tax Obligation Sale. To the extent the proceeds of a Tax Obligation Sale exceed Grantee's minimum Tax Withholding Obligation, the Company agrees to pay the excess in cash to Grantee. Grantee acknowledges that the Company or its designee is under no obligation to arrange for a Tax Obligation Sale at any particular price, and that the proceeds of any Tax Obligation Sale may not be sufficient to satisfy Grantee's minimum Tax Withholding Obligation. Accordingly, Grantee

---

agrees to pay to the Company or any Related Entity as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by a Tax Obligation Sale.

(iii) By Check, Wire Transfer or Other Means. At any time not less than five (5) business days (or a fewer number of business days as determined by the Administrator) before any Tax Withholding Obligation arises (e.g., a vesting date), Grantee may elect to satisfy Grantee's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient to satisfy the Tax Withholding Obligation by (x) wire transfer to an account specified by the Company, (y) delivery of a certified check payable to the Company, or (z) any other means as is specified from time to time by the Administrator.

(iv) Additional Options. The Company or a Related Entity also may satisfy any Tax Withholding Obligation by offsetting any amounts (including, but not limited to, salary, bonus and severance payments) payable to Grantee by the Company and/or a Related Entity. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the Award, Grantee agrees to pay the Company the amount of the deficiency in cash within five (5) days after receiving a written demand from the Company to do so, whether or not Grantee is an employee of the Company at that time.

(c) Tax Consultation. The Grantee is advised to consult with a tax advisor with respect to the tax consequences of receiving or converting Units hereunder. The Company and/or the Employer do not assume any responsibility to advise the Grantee on such matters, which shall remain solely the responsibility of the Grantee.

4. Transfer Restrictions. The Units may not be transferred in any manner other than by will or by the laws of descent and distribution and may be converted during the lifetime of the Grantee only by the Grantee. With respect to any Units granted under the provisions of Section 102 of the Ordinance, Shares resulting from their conversion and any additional rights, including bonus shares that may be distributed to the Grantee in connection with the Units (the "Additional Rights"), which will be allocated to the Trustee on behalf of the Grantee according to the provisions of Section 102 of the Ordinance and the Rules (the "Approved 102 Option"), a Grantee shall not sell, assign, transfer, give as a collateral or any right that would be given to any third party or release from trust any Share received upon the conversion of an Approved 102 Option and/or any Additional Right, until at least the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulations or orders or procedures promulgated thereunder shall apply to and shall be borne by such Grantee. At the end of the Holding Period, the Units, Shares or any Additional Rights may be transferred to the Grantee upon his demand, but only under the condition that the tax due in accordance with Section 102 and the Rules is paid to the satisfaction of the Trustee and the Company. With respect to an Unit granted pursuant to Section 102(c) of the Ordinance, including Additional Rights in respect thereof, if the Grantee ceases to be employed by the Employer, the Grantee shall extend to the Company and/or the Employer a security or guarantee for the payment of tax (including social security taxes and health insurance taxes) due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the Rules.

---

5. Right to Shares. The Grantee shall not have any right in, to or with respect to any of the Shares (including any voting rights or rights with respect to dividends paid on the Company Stock) issuable under the Award until the Award is settled by the issuance of such Shares to the Grantee or, in the case of Approved 102 Option, to the Trustee.

6. Entire Agreement: Governing Law. The Notice, the Plan, the Sub-Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Sub-Plan and this Award Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Sub-Plan and this Award Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties, provided that that the tax treatment and the tax rules and regulations applying hereto shall be the Ordinance and Rules or the Code, as applicable. Should any provision of the Notice, the Plan, the Sub-Plan or this Award Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

7. Construction. The captions used in the Notice and this Award Agreement are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

8. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Award Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

9. Venue and Waiver of Jury Trial. The Company, the Grantee, and the Grantee's assignees pursuant to Section 4 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Award Agreement shall be brought in the United States District Court in the State of Delaware (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Delaware state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 9 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

---

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

**END OF AGREEMENT**



CEVA, INC. 2011 STOCK INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD

Grantee's Name and Address:

---



---



---

You (the "Grantee") have been granted Restricted Stock Units (the "Award"), subject to the terms and conditions of this Notice of Restricted Stock Unit Award (the "Notice"), the CEVA, Inc. 2011 Stock Incentive Plan, as amended from time to time (the "Plan"), and the Restricted Stock Unit Award Agreement (the "Award Agreement") attached hereto, as follows. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

Date of Award

---

Vesting Commencement Date

---

Total Number of Restricted Stock Units Awarded (the "Units")

---

Vesting Schedule:

Subject to the Grantee's Continuous Service and other limitations set forth in this Notice, the Plan and the Award Agreement, the Units will vest in accordance with the following schedule: 33.4% of the original number of Units on the first anniversary of the Vesting Commencement Date, 33.3% of the original number of Units on the second anniversary of the Vesting Commencement Date and the remaining 33.3% of the original number of Units on the third anniversary of the Vesting Commencement Date.

During any authorized leave of absence, the vesting of the Units as provided in this schedule shall be suspended after the leave of absence exceeds a period of ninety (90) days. Vesting of the Units shall resume upon the Grantee's termination of the leave of absence and return to service to the Company or a Related Entity. The Vesting Schedule of the Units shall be extended by the length of the suspension.

For purposes of this Notice and the Award Agreement, the term "vest" shall mean, with respect to any Units, that such Units are no longer subject to forfeiture to the Company. If the Grantee would become vested in a fraction of a Unit, such Unit shall not vest until the Grantee becomes vested in the entire Unit.

Vesting shall cease upon the date the Grantee terminates Continuous Service for any reason, including death or Disability. In the event of termination of the Grantee's Continuous Service for any reason, including death or Disability, any unvested Units held by the Grantee immediately upon such termination of the Grantee's Continuous Service shall be forfeited and deemed reconveyed to the Company and the Company shall thereafter be the legal and beneficial owner of such reconveyed Units and shall have all rights and interest in or related thereto without further action by the Grantee.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Award is to be governed by the terms and conditions of this Notice, the Plan and the Award Agreement.

CEVA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE UNITS SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE AWARD OR ACQUIRING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AWARD AGREEMENT OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Award Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Award subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan, and the Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan and the Award Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan and the Award Agreement shall be resolved by the Administrator in accordance with Section 8 of the Award Agreement. The Grantee further agrees to the venue selection and waiver of a jury trial in accordance with Section 9 of the Award Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Notice.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Grantee

## CEVA, INC. 2011 STOCK INCENTIVE PLAN

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

1. Grant of Restricted Stock Units. CEVA, Inc., a Delaware corporation (the “Company”), hereby grants to the Grantee (the “Grantee”) named in the Notice of Restricted Stock Unit Award (the “Notice”) an award (the “Award”) of the Total Number of Restricted Stock Units Awarded set forth in the Notice (the “Units”) subject to the terms and provisions of the Notice, this Restricted Stock Unit Award Agreement (the “Award Agreement”), the Company’s 2011 Stock Incentive Plan (the “Plan”), as amended from time to time, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Award Agreement.

2. Conversion of Units and Issuance of Shares.

(a) General. Subject to Sections 2(b) and 2(c), one share of common stock of the Company (the “Company Stock”) shall be issuable for each Unit subject to the Award (the “Shares”) upon vesting. Immediately thereafter, or as soon as administratively feasible, the Company will deliver the appropriate number of Shares to the Grantee after satisfaction of any required tax or other withholding obligations. Notwithstanding the foregoing, the relevant number of Shares shall be delivered to the Grantee no later than March 15<sup>th</sup> of the year following the calendar year in which the Award vests.

(b) Delay of Conversion. The conversion of the Units into the Shares under Section 2(a) above may be delayed in the event the Company reasonably anticipates that the issuance of the Shares would constitute a violation of federal securities laws or other Applicable Laws. If the conversion of the Units into the Shares is delayed by the provisions of this Section 2(b), the conversion of the Units into the Shares shall occur at the earliest date at which the Company reasonably anticipates issuing the Shares will not cause a violation of federal securities laws or other Applicable Laws. For purposes of this Section 2(b), the issuance of the Shares that would cause inclusion in gross income or the application of any penalty provision or other provision of the Internal Revenue Code of 1986, as amended (the “Code”) is not considered a violation of Applicable Laws.

(c) Delay of Issuance of Shares. The Company shall delay the delivery of any Shares under this Section 2 to the extent necessary to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain “specified employees” of certain publicly-traded companies); in such event, any Shares to which the Grantee would otherwise be entitled during the six (6) month period following the date of the Grantee’s termination of Continuous Service will be delivered on the first business day following the expiration of such six (6) month period.

3. Taxes.

(a) Tax Liability. The Grantee is ultimately liable and responsible for all taxes owed by the Grantee in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the Award, including the grant or vesting, or delivery of Shares under, the Award or the subsequent sale of Shares acquired under the Award. The Company and its Related Entities do not commit and are under no obligation to structure the Award to reduce or eliminate the Grantee's tax liability. No Shares will be delivered to the Grantee or other person under the Award until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax, employment tax and any other withholding obligations.

(b) Payment of Withholding Taxes. Prior to any event in connection with the Award (e.g., vesting) that the Company determines may result in any tax withholding obligation, whether United States federal, state, local or non-U.S., including any social insurance, employment tax, payment on account or other tax-related obligation (the "Tax Withholding Obligation"), Grantee must arrange for the satisfaction of the minimum amount of the Tax Withholding Obligation in a manner acceptable to the Company.

(i) By Share Withholding. If permissible under Applicable Law, Grantee authorizes the Company to, in its sole discretion, withhold from those Shares otherwise issuable to Grantee the whole number of Shares sufficient to satisfy the minimum applicable Tax Withholding Obligation. Grantee acknowledges that the withheld Shares may not be sufficient to satisfy Grantee's minimum Tax Withholding Obligation. Accordingly, Grantee agrees to pay to the Company or any Related Entity as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by the withholding of Shares described above.

(ii) By Sale of Shares. Unless Grantee determines to satisfy the Tax Withholding Obligation by some other means in accordance with clause (iii) below, Grantee's acceptance of this Award constitutes Grantee's instruction and authorization to the Company and any brokerage firm determined acceptable to the Company for this purpose to, upon the exercise of Company's sole discretion, sell on Grantee's behalf a whole number of Shares from those Shares issuable to Grantee as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the minimum applicable Tax Withholding Obligation ("Tax Obligation Sale"). These Shares will be sold on the day the Tax Withholding Obligation arises (e.g., a vesting date) or as soon thereafter as practicable. Grantee will be responsible for all broker's fees and other costs related to a Tax Obligation Sale, and Grantee agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any Tax Obligation Sale. To the extent the proceeds of a Tax Obligation Sale exceed Grantee's minimum Tax Withholding Obligation, the Company agrees to pay the excess in cash to Grantee. Grantee acknowledges that the Company or its designee is under no obligation to arrange for a Tax Obligation Sale at any particular price, and that the proceeds of any Tax Obligation Sale may not be sufficient to satisfy Grantee's minimum Tax Withholding Obligation. Accordingly, Grantee agrees to pay to the Company or any Related Entity as soon as practicable, including through additional payroll withholding, any amount of the Tax Withholding Obligation that is not satisfied by a Tax Obligation Sale.

---

(iii) By Check, Wire Transfer or Other Means. At any time not less than five (5) business days (or a fewer number of business days as determined by the Administrator) before any Tax Withholding Obligation arises (e.g., a vesting date), Grantee may elect to satisfy Grantee's Tax Withholding Obligation by delivering to the Company an amount that the Company determines is sufficient to satisfy the Tax Withholding Obligation by (x) wire transfer to an account specified by the Company, (y) delivery of a certified check payable to the Company, or (z) any other means as is specified from time to time by the Administrator.

(iv) Additional Options. The Company or a Related Entity also may satisfy any Tax Withholding Obligation by offsetting any amounts (including, but not limited to, salary, bonus and severance payments) payable to Grantee by the Company and/or a Related Entity. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the Award, Grantee agrees to pay the Company the amount of the deficiency in cash within five (5) days after receiving a written demand from the Company to do so, whether or not Grantee is an employee of the Company at that time.

(c) Tax Consultation. The Grantee is advised to consult with a tax advisor with respect to the tax consequences of receiving or converting Units hereunder. The Company and/or its Related Entities do not assume any responsibility to advise the Grantee on such matters, which shall remain solely the responsibility of the Grantee

4. Transfer Restrictions. The Units may not be transferred in any manner other than by will or by the laws of descent and distribution and may be converted during the lifetime of the Grantee only by the Grantee.

5. Right to Shares. The Grantee shall not have any right in, to or with respect to any of the Shares (including any voting rights or rights with respect to dividends paid on the Company Stock) issuable under the Award until the Award is settled by the issuance of such Shares to the Grantee.

6. Entire Agreement: Governing Law. The Notice, the Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan and this Award Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Award Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan or this Award Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

---

7. Construction. The captions used in the Notice and this Award Agreement are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

8. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Award Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

9. Venue and Waiver of Jury Trial. The Company and the Grantee (the “parties”) agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Award Agreement shall be brought in the United States District Court in the State of Delaware (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Delaware state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 9 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

**END OF AGREEMENT**

CEVA, INC. 2011 STOCK INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD

Director's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You (the "Director") have been granted Restricted Stock Units (the "Award"), subject to the terms and conditions of this Notice of Restricted Stock Unit Award (the "Notice"), the CEVA, Inc. 2011 Stock Incentive Plan, as amended from time to time (the "Plan"), and the Restricted Stock Unit Award Agreement (the "Award Agreement") attached hereto, as follows. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

Date of Award

\_\_\_\_\_

Vesting Commencement Date

\_\_\_\_\_

Total Number of Restricted Stock Units Awarded (the "Units")

\_\_\_\_\_

Vesting Schedule:

Subject to the Director's Continuous Service and other limitations set forth in this Notice, the Plan and the Award Agreement, the Units will vest in accordance with the following schedule: 100% of the Units on the first anniversary of the Vesting Commencement Date.

For purposes of this Notice and the Award Agreement, the term "vest" shall mean, with respect to any Units, that such Units are no longer subject to forfeiture to the Company. If the Director would become vested in a fraction of a Unit, such Unit shall not vest until the Director becomes vested in the entire Unit.

Vesting shall cease upon the date the Director terminates Continuous Service for any reason, including death or Disability. In the event of termination of the Director's Continuous Service for any reason, including death or Disability, any unvested Units held by the Director immediately upon such termination of the Director's Continuous Service shall be forfeited and deemed reconveyed to the Company and the Company shall thereafter be the legal and beneficial owner of such reconveyed Units and shall have all rights and interest in or related thereto without further action by the Director.

IN WITNESS WHEREOF, the Company and the Director have executed this Notice and agree that the Award is to be governed by the terms and conditions of this Notice, the Plan and the Award Agreement.

CEVA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

---

THE DIRECTOR ACKNOWLEDGES AND AGREES THAT THE UNITS SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE DIRECTOR'S CONTINUOUS SERVICE AS A DIRECTOR (NOT THROUGH BEING GRANTED THE AWARD OR ACQUIRING SHARES HEREUNDER). THE DIRECTOR FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AWARD AGREEMENT OR THE PLAN SHALL CONFER UPON THE DIRECTOR ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE DIRECTOR'S SERVICE ON THE BOARD, NOR SHALL IT INTERFERE IN ANY WAY WITH THE DIRECTOR'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE DIRECTOR PROVIDES SERVICES TO TERMINATE THE DIRECTOR'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.

The Director acknowledges receipt of a copy of the Plan and the Award Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Award subject to all of the terms and provisions hereof and thereof. The Director has reviewed this Notice, the Plan, and the Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan and the Award Agreement. The Director hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan and the Award Agreement shall be resolved by the Administrator in accordance with Section 8 of the Award Agreement. The Director further agrees to the venue selection and waiver of a jury trial in accordance with Section 9 of the Award Agreement. The Director further agrees to notify the Company upon any change in the residence address indicated in this Notice.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Director



CEVA, INC. 2011 STOCK INCENTIVE PLAN

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

1. Grant of Restricted Stock Units. CEVA, Inc., a Delaware corporation (the “Company”), hereby grants to the Director (the “Director”) named in the Notice of Restricted Stock Unit Award (the “Notice”) an award (the “Award”) of the Total Number of Restricted Stock Units Awarded set forth in the Notice (the “Units”) subject to the terms and provisions of the Notice, this Restricted Stock Unit Award Agreement (the “Award Agreement”), the Company’s 2011 Stock Incentive Plan (the “Plan”), as amended from time to time, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Award Agreement.

2. Conversion of Units and Issuance of Shares.

(a) General. Subject to Sections 2(b) and 2(c), one share of common stock of the Company (the “Common Stock”) shall be issuable for each Unit subject to the Award (the “Shares”) upon vesting. Immediately thereafter, or as soon as administratively feasible, the Company will deliver the appropriate number of Shares to the Director after satisfaction of any required tax or other withholding obligations. Notwithstanding the foregoing, the relevant number of Shares shall be delivered to the Director no later than March 15th of the year following the calendar year in which the Award vests.

(b) Delay of Conversion. The conversion of the Units into the Shares under Section 2(a) above may be delayed in the event the Company reasonably anticipates that the issuance of the Shares would constitute a violation of federal securities laws or other Applicable Laws. If the conversion of the Units into the Shares is delayed by the provisions of this Section 2(b), the conversion of the Units into the Shares shall occur at the earliest date at which the Company reasonably anticipates issuing the Shares will not cause a violation of federal securities laws or other Applicable Laws. For purposes of this Section 2(b), the issuance of Shares that would cause inclusion in gross income or the application of any penalty provision or other provision of the Internal Revenue Code of 1986, as amended (the “Code”), is not considered a violation of Applicable Laws.

(c) Delay of Issuance of Shares. The Company shall delay the delivery of any Shares under this Section 2 to the extent necessary to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain “specified employees” of certain publicly-traded companies); in such event, any Shares to which the Director would otherwise be entitled during the six (6) month period following the date of the Director’s termination of Continuous Service will be delivered on the first business day following the expiration of such six (6) month period.

---

### 3. Taxes.

(a) Tax Liability. The Director is ultimately liable and responsible for all taxes owed by the Director in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the Award, including the grant or vesting, or delivery of Shares under, the Award or the subsequent sale of Shares acquired under the Award. The Company and its Related Entities do not commit and are under no obligation to structure the Award to reduce or eliminate the Director's tax liability. No Shares will be delivered to the Director or other person under the Award until the Director or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax, employment tax and any other withholding obligations.

(b) Payment of Withholding Taxes. No Shares will be delivered to the Director or other person under the Award until the Director or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Director incident to the receipt of Shares. Upon vesting or settlement of the Award, the Company or the Director's employer may offset or withhold (from any amount owed by the Company or the Director's employer to the Director) or collect from the Director or other person an amount sufficient to satisfy such tax withholding obligations. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the Award, the Director agrees to pay the Company the amount of such deficiency in cash within five (5) days after receiving a written demand from the Company to do so, whether or not the Director is an employee of the Company at that time.

4. Transfer Restrictions. The Units may not be transferred in any manner other than by will or by the laws of descent and distribution and may be converted during the lifetime of the Director only by the Director.

5. Right to Shares. The Director shall not have any right in, to or with respect to any of the Shares (including any voting rights or rights with respect to dividends paid on the Common Stock) issuable under the Award until the Award is settled by the issuance of such Shares to the Director.

6. Entire Agreement: Governing Law. The Notice, the Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Director with respect to the subject matter hereof, and may not be modified adversely to the Director's interest except by means of a writing signed by the Company and the Director. Nothing in the Notice, the Plan and this Award Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Award Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of

---

Delaware to the rights and duties of the parties. Should any provision of the Notice, the Plan or this Award Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

7. Construction. The captions used in the Notice and this Award Agreement are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

8. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Award Agreement shall be submitted by the Director or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

9. Venue and Waiver of Jury Trial. The Company and the Director (the “parties”) agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Award Agreement shall be brought in the United States District Court in the State of Delaware (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Delaware state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 9 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

**END OF AGREEMENT**

CEVA, INC. 2011 STOCK INCENTIVE PLAN

**NOTICE OF RESTRICTED STOCK UNIT AWARD - FOR ISRAELI RESIDENT DIRECTORS**

Director's Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You (the "Director") have been granted Restricted Stock Units (the "Award"), subject to the terms and conditions of this Notice of Restricted Stock Unit Award For Israeli Resident Directors (the "Notice"), the CEVA, Inc. 2011 Stock Incentive Plan, as amended from time to time (the "Plan"), the Israeli Sub-Plan of the Plan (the "Sub-Plan") and the Restricted Stock Unit Award Agreement (the "Award Agreement") attached hereto, as follows. Unless otherwise provided herein, the terms defined in the Plan and the Sub-Plan shall have the same defined meanings in this Notice. In the event of any inconsistency or contradiction between any of the terms of this Notice and the provisions of the Plan or the Sub-Plan, the terms and provisions of this Notice shall prevail.

Date of Award

\_\_\_\_\_

Vesting Commencement Date

\_\_\_\_\_

Total Number of Restricted Stock Units Awarded (the "Units")

\_\_\_\_\_

Type of Award:

102 Capital Gains Track Option (with Trustee)

102 Ordinary Income Track Option (with Trustee)

102 Non-Trustee Option

3(i) Option

Other \_\_\_\_\_

Vesting Schedule:

Subject to the Director's Continuous Service and other limitations set forth in this Notice, the Plan, the Sub-Plan and the Award Agreement, the Units will vest in accordance with the following schedule: 100% of the Units on the first anniversary of the Vesting Commencement Date.

---

For purposes of this Notice and the Award Agreement, the term “vest” shall mean, with respect to any Units, that such Units are no longer subject to forfeiture to the Company. If the Grantee would become vested in a fraction of a Unit, such Unit shall not vest until the Grantee becomes vested in the entire Unit.

Vesting shall cease upon the date of termination of the Director’s Continuous Status as a Director for any reason, including death or Disability. In the event of termination of the Director’s Continuous Status as a Director for any reason, including death or Disability, any unvested Units held by the Director immediately upon such termination of the Director’s Continuous Status as a Director shall be forfeited and deemed reconveyed to the Company and the Company shall thereafter be the legal and beneficial owner of such reconveyed Units and shall have all rights and interest in or related thereto without further action by the Director.

IN WITNESS WHEREOF, the Company and the Director have executed this Notice and agree that the Award is to be governed by the terms and conditions of this Notice, the Plan, the Sub-Plan and the Award Agreement.

CEVA, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE DIRECTOR ACKNOWLEDGES AND AGREES THAT THE UNITS SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE DIRECTOR’S CONTINUOUS STATUS AS A DIRECTOR (NOT THROUGH BEING GRANTED THE AWARD OR ACQUIRING SHARES HEREUNDER). THE DIRECTOR FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE AWARD AGREEMENT, THE PLAN OR THE SUB-PLAN SHALL CONFER UPON THE DIRECTOR ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE DIRECTOR’S SERVICE ON THE BOARD, NOR SHALL IT INTERFERE IN ANY WAY WITH THE DIRECTOR’S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE DIRECTOR PROVIDES SERVICES TO TERMINATE THE DIRECTOR’S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE.

The Director acknowledges receipt of a copy of the Plan, the Sub-Plan and the Award Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Award subject to all of the terms and provisions hereof and thereof. The Director has reviewed this Notice, the Plan, the Sub-Plan, and the Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan, the Sub-Plan and the Award Agreement. The Director hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan, the Sub-Plan and the Award Agreement shall be resolved by the Administrator in accordance with Section 8 of the Award Agreement. The Director further agrees to the venue selection and waiver of a jury trial in accordance with Section 9 of the Award Agreement. The Director further agrees to notify the Company upon any change in the residence address indicated in this Notice.

---

To the extent an Approved 102 Option, as defined below, is designated above, the Director declares and acknowledges: (i) that he or she fully understand that Section 102 of the Ordinance and the rules and regulations enacted thereunder apply to the Award specified in this Notice and to him or her; and (ii) that he or she understands the provisions of Section 102, the tax track chosen and the implications thereof. In addition, the terms of the Award shall also be subject to the terms of the Trust Agreement made between the Company and the Trustee for the benefit of the Director (the "Trust Agreement"), as well as the requirements of the Israeli Income Tax Commissioner. The grant of the Award is conditioned upon the Director signing all documents requested by the Company, the Employer or the Trustee, in accordance with and under the Trust Agreement. ***A copy of the Trust Agreement is available for the Director's review, during normal working hours, at Company's offices.***

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Director

CEVA, INC. 2011 STOCK INCENTIVE PLAN

**RESTRICTED STOCK UNIT AWARD AGREEMENT-  
FOR ISRAELI RESIDENT GRANTEES**

1. Grant of Restricted Stock Units. CEVA, Inc., a Delaware corporation (the “Company”), hereby grants to the Director (the “Director”) named in the Notice of Restricted Stock Unit Award for Israeli Resident Directors (the “Notice”) an award (the “Award”) of the Total Number of Restricted Stock Units Awarded set forth in the Notice (the “Units”) subject to the terms and provisions of the Notice, this Award Agreement for Israeli Resident Directors (the “Award Agreement”), the Company’s 2011 Stock Incentive Plan (the “Plan”), as amended from time to time and the Israeli Sub-Plan of the Plan (the “Sub-Plan”), which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan, the Sub-Plan and the Notice shall have the same defined meanings in this Award Agreement.

2. Conversion of Units and Issuance of Shares.

(a) General. Subject to Sections 2(b) and 2(c), one share of common stock of the Company (the “Common Stock”) shall be issuable for each Unit subject to the Award (the “Shares”) upon vesting. Immediately thereafter, or as soon as administratively feasible, the Company will deliver the appropriate number of Shares to the Director after satisfaction of any required tax or other withholding obligations, or, in the case of Approved 102 Option, to the Trustee. Notwithstanding the foregoing, the relevant number of Shares shall be delivered to the Director or, in the case of Approved 102 Option, to the Trustee no later than March 15th of the year following the calendar year in which the Award vests.

(b) Delay of Conversion. The conversion of the Units into the Shares under Section 2(a) above may be delayed in the event the Company reasonably anticipates that the issuance of the Shares would constitute a violation of federal securities laws or other Applicable Laws. If the conversion of the Units into the Shares is delayed by the provisions of this Section 2(b), the conversion of the Units into the Shares shall occur at the earliest date at which the Company reasonably anticipates issuing the Shares will not cause a violation of federal securities laws or other Applicable Laws. For purposes of this Section 2(b), the issuance of Shares that would cause inclusion in gross income or the application of any penalty provision or other provision of the Internal Revenue Code of 1986, as amended (the “Code”), is not considered a violation of Applicable Laws.

(c) Delay of Issuance of Shares. The Company shall delay the delivery of any Shares under this Section 2 to the extent necessary to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain “specified employees” of certain publicly-traded companies); in such event, any Shares to which the Director would otherwise be entitled during the six (6) month period following the date of the Director’s termination of Continuous Service will be delivered on the first business day following the expiration of such six (6) month period.

---

### 3. Taxes.

(a) Tax Liability. The Director is ultimately liable and responsible for all taxes owed by the Director in connection with the Award, regardless of any action the Company or any Related Entity takes with respect to any tax withholding obligations that arise in connection with the Award. Neither the Company nor any Related Entity makes any representation or undertaking regarding the treatment of any tax withholding in connection with any aspect of the Award, including the grant or vesting, or delivery of Shares under, the Award or the subsequent sale of Shares acquired under the Award. The Company and its Related Entities do not commit and are under no obligation to structure the Award to reduce or eliminate the Director's tax liability. No Shares will be delivered to the Director or other person under the Award until the Director or other person has made arrangements acceptable to the Administrator and/or the Trustee, as applicable, for the satisfaction of applicable income tax, employment tax and any other withholding obligations.

(b) Payment of Withholding Taxes. No Shares will be delivered to the Director or other person under the Award until the Director or other person has made arrangements acceptable to the Administrator and/or the Trustee, as applicable, for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Director incident to the receipt of Shares. Upon vesting or settlement of the Award, the Company, Employer or the Trustee, as applicable, may offset or withhold (from any amount owed by the Company or the Employer to the Director) or collect from the Director or other person an amount sufficient to satisfy such tax withholding obligations. Furthermore, in the event of any determination that the Company has failed to withhold a sum sufficient to pay all withholding taxes due in connection with the Award, the Director agrees indemnify the Company, the Employer or the Trustee, as applicable, and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, as applicable, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Director, and to pay them the amount of such deficiency in cash within five (5) days after receiving a written demand from the Company, the Employer or the Trustee to do so, whether or not the Director is an employee of the Company and/or the Employer at that time.

(c) Tax Consultation. The Director is advised to consult with a tax advisor with respect to the tax consequences of receiving or converting Units hereunder. The Company and/or the Employer do not assume any responsibility to advise the Director on such matters, which shall remain solely the responsibility of the Director.

4. Transfer Restrictions. The Units may not be transferred in any manner other than by will or by the laws of descent and distribution and may be converted during the lifetime of the Director only by the Director. With respect to any Units granted under the provisions of Section 102 of the Ordinance, Shares resulting from their conversion and any additional rights, including bonus shares that may be distributed to the Director in connection with the Units (the "Additional Rights"), which will be allocated to the Trustee on behalf of the Director according to the provisions of Section 102 of the Ordinance and the Rules (the "Approved 102 Option"), a Director shall not sell, assign, transfer, give as a collateral or any right that would be given to any third party or release from trust any Share received upon the conversion of an Approved 102



---

Option and/or any Additional Right, until at least the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulations or orders or procedures promulgated thereunder shall apply to and shall be borne by such Director. At the end of the Holding Period, the Units, Shares or any Additional Rights may be transferred to the Director upon his demand, but only under the condition that the tax due in accordance with Section 102 and the Rules is paid to the satisfaction of the Trustee and the Company. With respect to a Unit granted pursuant to Section 102(c) of the Ordinance, including Additional Rights in respect thereof, if the Director ceases to be employed by the Employer, the Director shall extend to the Company and/or the Employer a security or guarantee for the payment of tax (including social security taxes and health insurance taxes) due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the Rules.

5. Right to Shares. The Director shall not have any right in, to or with respect to any of the Shares (including any voting rights or rights with respect to dividends paid on the Common Stock) issuable under the Award until the Award is settled by the issuance of such Shares to the Director or, in the case of Approved 102 Option, to the Trustee.

6. Entire Agreement: Governing Law. The Notice, the Plan, the Sub-Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Director with respect to the subject matter hereof, and may not be modified adversely to the Director's interest except by means of a writing signed by the Company and the Director. Nothing in the Notice, the Plan, the Sub-Plan and this Award Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Sub-Plan and this Award Agreement are to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties, provided that that the tax treatment and the tax rules and regulations applying hereto shall be the Ordinance and Rules or the Code, as applicable. Should any provision of the Notice, the Plan, the Sub-Plan or this Award Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

7. Construction. The captions used in the Notice and this Award Agreement are inserted for convenience and shall not be deemed a part of the Award for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

8. Administration and Interpretation. Any question or dispute regarding the administration or interpretation of the Notice, the Plan or this Award Agreement shall be submitted by the Director or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

---

9. Venue and Waiver of Jury Trial. The Company, the Director, and the Director's assignees pursuant to Section 4 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan or this Award Agreement shall be brought in the United States District Court in the State of Delaware (or should such court lack jurisdiction to hear such action, suit or proceeding, in a Delaware state court) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. **THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING.** If any one or more provisions of this Section 9 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party.

**END OF AGREEMENT**

**ISRAELI SUB-PLAN OF THE  
CEVA, INC.  
2011 STOCK INCENTIVE PLAN**

**1. GENERAL**

- 1.1. This Sub-Plan (the “**Sub-Plan**”) shall apply only to participants in the Plan (as defined below) who have been granted Options under the Plan and are residents of the state of Israel or those who are deemed to be residents of the state of Israel for the payment of tax (each such participant, a “**Grantee**”). With respect to Grantees, the provisions specified hereunder shall form an integral part of the 2011 Stock Incentive Plan of CEVA Inc., a Delaware corporation (hereinafter: the “**Company**”), as amended from time to time (hereinafter: the “**Plan**”), which applies to the issuance of Options to purchase Shares by Grantees. According to the Plan, Options to purchase the Company’s Shares may be issued to employees, officers and directors of the Company or any Related Entity.
- 1.2. This Sub-Plan is to be read in conjunction with the Plan and it only modifies Options granted to Grantees (as defined herein) so that they comply with the requirements set by the Israeli law in general, and in particular with the provisions of Section 102 (as specified herein), as may be amended or replaced from time to time. For the avoidance of doubt, this Sub-Plan does not add to or modify the Plan in respect of participants in the Plan other than Grantees.
- 1.3. The Plan and this Sub-Plan are complimentary to each other and shall be deemed as one. In any case of contradiction, whether explicit or implied, between the provisions of this Sub-Plan and the Plan, the provisions set out in the Sub-Plan shall prevail.
- 1.4. Any capitalized terms not specifically defined in this Sub-Plan shall be construed according to the interpretation given to them in the Plan.

**2. DEFINITIONS**

- 2.1. “**Applicable Laws**” means the legal requirements relating to the Plan, this Sub-Plan, Award Agreements, Options and the administration of stock option plans, including under applicable provisions of federal securities laws, state corporate and securities laws, the Code, the rules of any applicable stock exchange or national market system, and the rules of any non-U.S. jurisdiction applicable to Options granted to residents therein, including, in relation to Grantees, the Ordinance and the Rules as well as any other applicable Israeli law.
- 2.2. “**Approved 102 Option**” means an Option granted pursuant to Section 102(b) of the Ordinance and held in trust by a Trustee for the benefit of the Grantee.

- 
- 2.3. “**Capital Gain Option (CGO)**” means an Approved 102 Option elected and designated by the Company to qualify under the capital gain tax treatment in accordance with the provisions of Section 102(b)(2) of the Ordinance.
  - 2.4. “**Controlling Shareholder**” shall have the meaning ascribed to it in Section 32(9) of the Ordinance.
  - 2.5. “**Employing Company**” means a company within the meaning of Section 102(a) of the Ordinance.
  - 2.6. “**Employee**” means a person who is employed by the Employing Company, including an individual who is serving as a director or an officer, but excluding any Non-Employee, all as determined in Section 102 of the Ordinance.
  - 2.7. “**ITA**” means the Israeli Tax Authority.
  - 2.8. “**Non-Employee**” means a consultant or a Controlling Shareholder.
  - 2.9. “**Ordinary Income Option (OIO)**” means an Approved 102 Option elected and designated by the Company to qualify under the ordinary income tax treatment in accordance with the provisions of Section 102(b)(1) of the Ordinance.
  - 2.10. “**102 Option**” means any Option granted to Employees pursuant to Section 102 of the Ordinance.
  - 2.11. “**3(i) Option**” means an Option granted pursuant to Section 3(i) of the Ordinance to any person who is a Non- Employee.
  - 2.12. “**Ordinance**” means the Israeli Income Tax Ordinance [New Version]-1961 as now in effect or as hereafter amended.
  - 2.13. “**Rules**” means the regulations, rules, orders or procedures promulgated under the Ordinance, including the Income Tax Rules (Tax Benefits in Stock Issuance to Employees) 5763-2003.
  - 2.14. “**Section 102**” means Section 102 of the Ordinance and any regulations, rules, orders or procedures promulgated thereunder as now in effect or as hereafter amended.
  - 2.15. “**Trustee**” means any individual appointed by the Company to serve as a trustee and approved by the ITA, all in accordance with the provisions of Section 102(a) of the Ordinance.
  - 2.16. “**Unapproved 102 Option**” means an Option granted pursuant to Section 102(c) of the Ordinance and not held in trust by a Trustee.

---

### 3. ISSUANCE OF OPTIONS

- 3.1. The persons eligible for participation in the Sub-Plan as Grantees are any Employees and/or Non-Employees of the Company, or an Employing Company; provided, however, that (i) Employees may only be granted 102 Options; and (ii) Non-Employees may only be granted 3(i) Options.
- 3.2. The Company may designate Options granted to Employees pursuant to Section 102 as Unapproved 102 Options or Approved 102 Options.
- 3.3. The grant of Approved 102 Options shall be made under this Sub-Plan adopted by the Board, and shall be conditioned upon the approval of this Sub-Plan by the ITA.
- 3.4. Approved 102 Options may either be classified as Capital Gain Options (“CGOs”) or Ordinary Income Options (“OIOs”).
- 3.5. No Approved 102 Options may be granted under this Sub-Plan to any eligible Employee, unless and until, the Company’s election of the type of Approved 102 Options as CGO or OIO granted to Employees (the “**Election**”), is appropriately filed with the ITA. Such Election shall become effective beginning the first date of grant of an Approved 102 Option under this Sub-Plan and shall remain in effect at least until the end of the year following the year during which the Company first granted Approved 102 Options. The Election shall obligate the Company to grant *only* the type of Approved 102 Option it has elected, and shall apply to all Grantees who were granted Approved 102 Options during the period indicated herein, all in accordance with the provisions of Section 102(g) of the Ordinance. For the avoidance of doubt, such Election shall not prevent the Company from granting Unapproved 102 Options simultaneously.
- 3.6. All Approved 102 Options must be held in trust by a Trustee, as described in Section 4 below.
- 3.7. For the avoidance of doubt, the designation of Unapproved 102 Options and Approved 102 Options shall be subject to the terms and conditions set forth in Section 102.

### 4. TRUSTEE

- 4.1. Approved 102 Options which shall be granted under this Sub-Plan and/or any Shares allocated or issued upon exercise of such Approved 102 Options and/or other shares received subsequently following any realization of rights, including without limitation bonus shares, shall be allocated or issued to the Trustee and held for the benefit of the Grantees for such period of time as required by Section 102 or any regulations, rules or orders or procedures promulgated thereunder (the “ **Holding Period** ”). In the case the requirements for Approved 102 Options are not met, the Approved 102 Options may be regarded as Unapproved 102 Options, all in accordance with the provisions of Section 102.
- 4.2. Notwithstanding anything to the contrary, the Trustee shall not release any Shares allocated or issued upon exercise of Approved 102 Options prior to the

---

full payment of the Grantee's tax liabilities arising from Approved 102 Options which were granted to him and/or any Shares allocated or issued upon exercise of such Options.

- 4.3. With respect to any Approved 102 Option, subject to the provisions of Section 102 and any rules or regulations or orders or procedures promulgated thereunder, a Grantee shall not sell or release from trust any Share received upon the exercise of an Approved 102 Option and/or any share received subsequently following any realization of rights, including without limitation, bonus shares, until the lapse of the Holding Period required under Section 102 of the Ordinance. Notwithstanding the above, if any such sale or release occurs during the Holding Period, the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Grantee. Subject to the foregoing, the Trustee may, pursuant to a written request from the Grantee, release and transfer such shares to a designated third party, provided that both of the following conditions have been fulfilled prior to such transfer: (i) payment has been rendered to the tax authorities of all taxes required to be paid upon the release and transfer of the shares, and confirmation of such payment has been received by the Trustee and (ii) the Trustee has received written confirmation from the Company that all requirements for such release and transfer have been fulfilled according to the terms of the Company's corporate documents, the Plan, this Sub-Plan, or any applicable Award Agreement and any applicable law.
- 4.4. If an Approved 102 Option is exercised during the Holding Period, the Shares issued upon such exercise shall be issued in the name of the Trustee for the benefit of the Grantee. If such an Option is exercised after the Holding Period ends, the Shares issued upon such exercise shall, at the election of the Grantee, either (i) be issued in the name of the Trustee, or (ii) be transferred to the Grantee directly, provided that the Grantee first complies with all applicable provisions of the Plan, the Award Agreement and this Sub-Plan and makes payment of any applicable taxes in respect thereto.
- 4.5. Upon receipt of an Approved 102 Option, the Grantee will sign an undertaking to release the Trustee from any liability in respect of any action or decision duly taken and bona fide executed in relation with this Sub-Plan, or any Approved 102 Option or Share granted to him thereunder.

## 5. THE OPTIONS

The terms and conditions, upon which the Options shall be issued and exercised, shall be as specified in the Award Agreement to be executed pursuant to the Plan and to this Sub-Plan. Each Award Agreement shall state, inter alia, the number of Shares to which the Option relates, the type of Option granted thereunder (whether a CGO, OIO, Unapproved 102 Option or a 3(i) Option), the vesting provisions and the exercise price.

---

**6. EXERCISE OF OPTIONS**

Options shall be exercised by the Grantee by giving a written notice to the Company and/or to any third party designated by the Company (the “**Representative**”), in such form and method as may be determined by the Company in accordance with Section 7 and the other terms of the Plan, the Award Agreement and, when applicable, by the Trustee, in accordance with the requirements of Section 102, which exercise shall be effective upon receipt of such notice by the Company and/or the Representative and the payment of the exercise price for the number of Shares with respect to which the Option is being exercised, at the Company’s or the Representative’s principal office. The notice shall specify the number of Shares with respect to which the Option is being exercised.

**7. RESTRICTIONS ON ASSIGNABILITY AND SALE OF OPTIONS**

7.1. Notwithstanding any other provision of the Plan, no Option or any right with respect thereto, purchasable hereunder, whether fully paid or not, shall be assignable, transferable or given as collateral or any right with respect to them given to any third party whatsoever, other than by will or the laws of descent and distribution, or except as specifically allowed under the Plan and this Sub-Plan, and during the lifetime of the Grantee each and all of such Grantee’s rights to purchase Shares hereunder shall be exercisable only by the Grantee.

Any such action made directly or indirectly, for an immediate validation or for a future one, shall be void.

7.2. As long as Options or Shares purchased pursuant thereto are held by the Trustee on behalf of the Grantee, all rights of the Grantee over the Shares are personal, and can not be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

7.3. In addition to the foregoing, all of the applicable provisions of Section 102 of the Ordinance will bind any transferee of the 102 Option.

**8. INTEGRATION OF SECTION 102 AND TAX ASSESSING OFFICER’S PERMIT**

8.1. With regard to Approved 102 Options, the provisions of the Plan and/or the Sub-Plan and/or the Award Agreement shall be subject to the provisions of Section 102 and the Tax Assessing Officer’s permit, and said provisions and permit shall be deemed an integral part of the Plan and of the Sub-Plan and of the Award Agreement.

8.2. Any provision of Section 102 and/or said permit which is necessary in order to receive and/or to keep any tax benefit pursuant to Section 102, which is not expressly specified in the Plan or the Sub-Plan or the Award Agreement, shall be considered binding upon the Company and the Grantees.

---

## 9. ISRAELI INDEX BASE FOR 102 OPTIONS

Each 102 Option will be subject to the USD-NIS rate of exchange base of the Value of Benefit, as defined in Section 102(a) of the Ordinance, as determined by the Committee in its discretion, pursuant to the Rules, from time to time.

## 10. DIVIDEND

Subject to the Company's Certificate of Incorporation, with respect to all Shares (but excluding, for avoidance of any doubt, any unexercised Options) allocated or issued upon the exercise of Options and held by the Grantee or by the Trustee as the case may be, the Grantee shall be entitled to receive dividends in accordance with the quantity of such Shares, subject to any applicable taxation on distribution of dividends, including the provisions of Section 102 and the rules, regulations or orders promulgated thereunder.

## 11. TAX CONSEQUENCES

- 11.1. Any tax consequences arising from the grant or exercise of any Option, from the payment for Shares covered thereby or from any other event or act (of the Company, and/or its Parent and/or its Subsidiaries, the Trustee or the Grantee), hereunder, shall be borne solely by the Grantee. The Company and/or its Parent and/or its Subsidiaries, and/or the Trustee shall withhold taxes according to the requirements under all Applicable Laws, including withholding taxes at the source. Furthermore, the Grantee shall agree to indemnify the Company and/or its Parent and/or its Subsidiaries and/or the Trustee and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Grantee.
- 11.2. Subject to the terms of the Plan, the Company and/or, when applicable, the Trustee shall not be required to release any share certificate to a Grantee until all required payments have been fully made.
- 11.3. With respect to Unapproved 102 Options, if the Grantee ceases to be employed by the Company or its Parent or its Subsidiaries, the Grantee shall extend to the Company and/or its Parent and/or its Subsidiaries a security or guarantee for the payment of tax due at the time of sale of Shares, all in accordance with the provisions of Section 102 and the rules, regulation or orders promulgated thereunder.

## 12. GOVERNING LAW & JURISDICTION

This Sub-Plan shall be governed by and construed in accordance with the laws of the State of Delaware, USA, provided that that the tax treatment and the tax rules and regulations applying hereto shall be the Ordinance and Rules. The competent courts of the Tel Aviv – Jaffa District shall have sole jurisdiction in any matters pertaining to this Sub-Plan.

\* \* \*

-6-



**CEVA, INC.**

## Subsidiaries

The following are the subsidiaries of CEVA, Inc.

<b>Name</b>	<b>Jurisdiction of Incorporation</b>
CEVA Limited	Northern Ireland
CEVA Development, Inc.	California
CEVA Inc.	Cayman Islands
CEVA Ireland Limited	Republic of Ireland
CEVA DSP Limited	Israel
CEVA Services Limited	Republic of Ireland
CEVA Systems LLC	Delaware
Nihon CEVA K.K.	Japan
CEVA Technologies Limited	Republic of Ireland
CEVA Technologies, Inc.	Delaware
CEVA Germany GmbH.	Germany
CEVA France	France
RivieraWaves SAS	France

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-206274, 333-176207, 333-101553, 333-107443, 333-115506, 333-141355 and 333-160866) pertaining to the 2011 Stock Incentive Plan, 2002 Stock Incentive Plan, 2002 Employee Stock Purchase Plan, 2000 Stock Incentive Plan, Parthus Technologies 2000 Share Incentive Plan, Chicory Systems, Inc. 1999 Employee Stock Option /Stock Issuance Plan, and Amended and Restated 2003 Director Stock Option Plan of CEVA, Inc. (formerly ParthusCeva, Inc.) of our reports dated March 11, 2016, with respect to the consolidated financial statements and financial statement schedule of CEVA, Inc., and the effectiveness of internal control over financial reporting of CEVA, Inc. included in this Annual Report on Form 10-K for the year ended December 31, 2015.

/ s / KOST FORER GABBAY & KASIERER

A Member of Ernst & Young Global

Tel-Aviv, Israel

March 11, 2016

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO  
SECTION 302(a) OF THE SARBANES-OXLEY ACT OF 2002**

I, Gideon Wertheizer, certify that:

1. I have reviewed this Annual Report on Form 10-K of CEVA, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 11, 2016      By: /s/ Gideon Wertheizer  
Gideon Wertheizer  
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO  
SECTION 302(a) OF THE SARBANES-OXLEY ACT OF 2002**

I, Yaniv Arieli, certify that:

1. I have reviewed this Annual Report on Form 10-K of CEVA, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 11, 2016

By: /s/ Yaniv Arieli  
Yaniv Arieli  
Chief Financial Officer

**CERTIFICATION**  
**PURSUANT TO 18 U.S.C. SECTION 1350,**  
**AS ADOPTED PURSUANT TO**  
**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of CEVA, Inc. (the "Company") for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Gideon Wertheizer, Chief Executive Officer of the Company, and Yaniv Arieli, Chief Financial Officer of the Company, each hereby certifies, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

This certification will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section. This certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent that the Company specifically incorporates it by reference.

Date: March 11, 2016

/s/ Gideon Wertheizer  
Gideon Wertheizer  
Chief Executive Officer

/s/ Yaniv Arieli  
Yaniv Arieli  
Chief Financial Officer

