# PROJECT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into as of _____  ___, 20___ (the "Effective Date") by and between NetTimeLogic GmbH, incorporated under the laws of Switzerland, with principal offices located at Zurich, Switzerland ("NETTIMELOGIC") and *<LICENSEE>*, incorporated under the laws of *<LICENSEE_COUNTRY>*, with principal offices located at *<LICENSEE_OFFICE_CITY>* ("LICENSEE").

The parties agree as follows:

**1.     *Product Exhibit(s); Order of Precedence.*** This Agreement incorporates the initial order form attached hereto as Exhibit A (the "Product Exhibit"). From time to time, the parties may agree to include additional Licensed Materials (defined below) under this Agreement by executing a document similar to Exhibit A that references this License Agreement (each a "Product Exhibit"). As used herein, Agreement means, collectively, this License Agreement, the initial Product Exhibit attached hereto as Exhibit A, and all subsequent Product Exhibits (if any). Each Product Exhibit shall identify any terms or conditions that are applicable to the Licensed Materials described therein that are additional to or different from the provisions of this License Agreement, and in such case the terms and conditions of a Product Exhibit shall supersede any conflicting provisions of this License Agreement solely for such Licensed Materials. The terms or conditions of any purchase order or other document issued by LICENSEE in connection with this Agreement shall be deemed invalid and have no force or effect to add to or modify this Agreement.

**2.     *Definitions.***
"Licensed Materials" means the NETTIMELOGIC design files and documentation, as further described in the applicable Product Exhibit.

"Licensed Project" means a project using the Licensed Materials, which Project shall last until completion of development engineering activities, unless otherwise agreed to by NETTIMELOGIC. Derivative or follow-on projects shall not form part of the Project as herein defined with the exception of bug fixes necessary to remedy errors.

"Error" means a repeatable failure of the Licensed Materials to substantially conform to its specifications as published by NETTIMELOGIC.

**3.     *License Grants.*** Subject to the terms and conditions of this Agreement, NETTIMELOGIC hereby grants LICENSEE the following nonexclusive, non-transferable licenses:

**3.1 Use Rights.** LICENSEE may internally reproduce and use the Licensed Materials for the sole purpose of creating the specified result during the Licensed Project.

**3.2 Distribution Rights.** LICENSEE may reproduce and distribute the Licensed Materials, solely in binary form that operates in LICENSEE's system-level hardware products.

**4.     *Restrictions.***
**4.1** LICENSEE shall not use the Licensed Materials for any purpose other than in compliance with Section 3.1 (Use Rights), or allow use by any person outside the Licensed Project other than in compliance with Section 3.2 (Distribution Rights).

**4.2** LICENSEE shall not reproduce the Licensed Materials other than to the extent necessary for its authorized use or distribution of the Licensed Materials (per Section 3 above), and for archival and back-up purposes, provided always that LICENSEE will at all times and in each instance, reproduce all

copyright notices and proprietary legends on each copy in the same manner as such notices and legends appeared on the original.

**4.3** LICENSEE shall not distribute or provide Licensed Materials to a third party, other than in compliance with Section 3.2 (Distribution Rights).

**4.4** LICENSEE shall not publish or disclose the results of any benchmarking of the Licensed Materials, or use such results for its own competing development activities.

**4.5** LICENSEE shall not decrypt, decompile, reverse-engineer, disassemble, or otherwise reduce to a human-perceivable form, the Licensed Materials.

**4.6** LICENSEE shall not modify or alter the Licensed Materials.

**4.7** LICENSEE shall not hypothecate, rent, lease, loan, lend, time-share, sublicense or otherwise transfer the Licensed Materials.

**5. Payment; Taxes.**

**5.1 Payment.** NETTIMELOGIC shall invoice LICENSEE for the license fee listed in a Product Exhibit. LICENSEE shall pay NETTIMELOGIC's invoices in full thirty (30) days after the invoice date, without any deduction, counterclaim or offset. Overdue amounts shall accrue interest at the rate of six percent (6%) per month, or at the highest legal interest rate, if less. NETTIMELOGIC may change these payment terms for subsequent Product Exhibits by inclusion of amended terms therein, including requiring prepayment or other security, depending on NETTIMELOGIC's credit review or LICENSEE's payment history or changes in financial condition. If LICENSEE's procedures require that an invoice be submitted against a purchase order before payment can be made, LICENSEE will be responsible for issuing such purchase order thirty (30) days before the payment due date.

**5.2 Transfer Taxes.** The amounts payable to NETTIMELOGIC pursuant to this Agreement are exclusive of any sales or use or other taxes or governmental charges. LICENSEE shall be responsible for payment of all such taxes or charges, except for any taxes based solely on NETTIMELOGIC's net income. If applicable, LICENSEE will provide NETTIMELOGIC with valid certification of any exemption from tax or reduced rate of tax imposed by any applicable taxing authority at the time of order.

**5.3 Withholding Taxes.** If LICENSEE is required by applicable law to apply withholding taxes, LICENSEE shall provide NETTIMELOGIC with advance notification of the requirement to apply such taxes and shall take all allowable actions requested by NETTIMELOGIC that will reduce the withholding tax liability regarding transactions under this Agreement, including, but not limited to, applying on its own or on NETTIMELOGIC's behalf for reduced withholding rates, concessionary tax rates or other favorable tax treatment. LICENSEE shall comply with applicable tax laws and regulations at its sole expense. LICENSEE will assist NETTIMELOGIC's efforts to obtain allowable tax credits or deductions for withholding taxes by providing to NETTIMELOGIC, in a form acceptable to LICENSEE, original or certified copies of tax payments receipts or other evidence of payment of taxes withheld by LICENSEE regarding payments made under this Agreement.

**6. Ownership.** LICENSEE acknowledges and agrees that all intellectual property and industrial rights in and to the Licensed Materials and all copies thereof are and will remain the sole property of NETTIMELOGIC, or its licensors (if any). Nothing contained in this Agreement will be construed as conferring by implication, estoppel or otherwise upon LICENSEE any license or other right except the licenses and rights expressly granted to LICENSEE in Section 3 (License Grants). LICENSEE understands that portions of the Licensed Materials and related documentation may have been licensed to NETTIMELOGIC from third parties and that such third parties are intended third-party beneficiaries of the provisions of this Agreement. The Licensed Materials are protected by laws and international treaty provisions covering intellectual property and industrial rights.

**7. Confidentiality.** Except as otherwise expressly permitted in Section 3 (License Grants), LICENSEE shall (a) maintain the confidentiality of the Licensed Materials as the proprietary trade secrets of NETTIMELOGIC; and (b) not make the Licensed Materials available in any form to any person other

than to its employees who are working at the Licensed Project, who have a genuine need to know for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of NETTIMELOGIC (and its licensors, if any) than those contained herein. LICENSEE represents to NETTIMELOGIC that it maintains a system of confidentiality consistent with commonly accepted practices in the respective industry to protect its own confidential business information, including written agreements with employees, and that the Licensed Materials will be protected by such a system to the same extent, but in no event with less than reasonable care. LICENSEE agrees that a breach of this Agreement may result in irreparable and continuing damage to NETTIMELOGIC for which there may be no adequate remedy at law, and NETTIMELOGIC shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief (including monetary damages) as may be proper.

**8.    *Limited Warranty.*** NETTIMELOGIC warrants that if LICENSEE reports an Error to NETTIMELOGIC in writing within a period of one (1) year from the Effective Date or, as applicable, from the effective date of the applicable subsequent Product Exhibit if any (the "Warranty Period"), then NETTIMELOGIC shall correct or provide a workaround for the Error or replace the Licensed Materials with substantially similar materials without such Error, or if neither is in the opinion of NETTIMELOGIC commercially feasible, then NETTIMELOGIC may terminate the license granted to LICENSEE for such Licensed Materials and refund the license fee received by NETTIMELOGIC for such Licensed Materials. The foregoing describes the sole liability of NETTIMELOGIC and the exclusive remedy of LICENSEE with respect to any breach of the foregoing limited warranty.

**9.    *Disclaimers.***

**9.1** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8 (LIMITED WARRANTY), THE LICENSED MATERIALS ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. NETTIMELOGIC DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NETTIMELOGIC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS, THAT THE LICENSED MATERIALS WILL OPERATE PROPERLY IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS ARE CAPABLE OF BEING CORRECTED.

**9.2** LICENSEE ACKNOWLEDGES THAT USE OF THE LICENSED MATERIALS IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

**9.3** THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED TO BE FAILSAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN LIFE-SUPPORT OR SAFETY DEVICES OR SYSTEMS, CLASS III MEDICAL DEVICES, NUCLEAR FACILITIES, APPLICATIONS RELATED TO THE DEPLOYMENT OF AIRBAGS, OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, CRITICAL APPLICATIONS). FURTHERMORE, THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATIONS THAT AFFECT CONTROL OF A VEHICLE OR AIRCRAFT, UNLESS THERE IS A FAIL-SAFE OR REDUNDANCY FEATURE AND A WARNING SIGNAL UPON FAILURE TO THE OPERATOR. LICENSEE AGREES, PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS THAT INCORPORATE THE LICENSED MATERIALS, TO THOROUGHLY TEST THE SAME FOR SAFETY PURPOSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF THE LICENSED MATERIALS IN CRITICAL APPLICATIONS.

**10.    *Limitation of Liability.*** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL NETTIMELOGIC OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY

SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE LICENSED MATERIALS, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (2) IN NO EVENT SHALL THE ENTIRE LIABILITY OF NETTIMELOGIC OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY NETTIMELOGIC FROM LICENSEE FOR THE APPLICABLE LICENSED MATERIALS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY; (3) THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF NETTIMELOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (4) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

## 11.    *Term and Termination.*

**11.1 Term.** This Agreement will commence upon the Effective Date and will remain effective until terminated in accordance with this Section 11.

**11.2 Termination by LICENSEE.** LICENSEE may terminate this Agreement (or any individual Product Exhibit by itself) at any time for any or no reason by destroying the Licensed Materials and all copies and derivative works, and providing notice to NETTIMELOGIC of same. LICENSEE may also terminate this Agreement for material breach by NETTIMELOGIC, provided that LICENSEE has given written notice to NETTIMELOGIC of such breach and NETTIMELOGIC fails to cure such breach within thirty (30) days thereof.

**11.3 Termination by NETTIMELOGIC.** NETTIMELOGIC may terminate this Agreement for material breach by LICENSEE, provided that NETTIMELOGIC has given written notice to LICENSEE of such breach and LICENSEE fails to cure such breach within thirty (30) days thereof; provided, however, in the event of a breach of confidentiality under Section 7 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to NETTIMELOGIC, then NETTIMELOGIC may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

**11.4 Effects of Termination.** Upon termination of this Agreement (or, if applicable, upon termination of an individual Product Exhibit by itself) the licenses and rights granted by NETTIMELOGIC hereunder will cease, and LICENSEE shall destroy the Licensed Materials, including all copies and derivative works, and all related documentation and certify such destruction in writing to NETTIMELOGIC. In addition to any outstanding payment obligations of LICENSEE, each party's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Sections 6 (Ownership); 7 (Confidentiality); 9 (Disclaimers); 10 (Limitation of Liability), 11.4 (Effects of Termination); and 12 (General).

## 12.    *General.*

**12.1 Export Compliance.** LICENSEE shall adhere to all applicable import and export laws and regulations of LICENSEE's country and of Switzerland, without limitation.

**12.2 Governing Law.** This agreement shall governed by Swiss law, to the exclusion of the United Nations Convention on contracts for the international purchase of goods of 11 April 1980.

**12.3 Assignment.** LICENSEE shall not assign this Agreement or transfer any of the rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of NETTIMELOGIC. Any merger, acquisition, reorganization, change of control, or the like, involving LICENSEE shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of NETTIMELOGIC and its successors and assigns, and will be binding on LICENSEE's permitted assignees.

**12.4 Allocation of Risk.** LICENSEE acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this Agreement.

***12.5 Waiver; Amendment.*** No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or modification or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

***12.6 Severability.*** If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid, illegal or unenforceable, then such provision shall be enforced to the maximum extent permissible to carry out the intent of the parties, otherwise stricken, and the remainder of this Agreement shall continue in full force and effect.

***12.7 Notices.*** Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile transmission, upon acknowledgment of receipt of electronic transmission, provided that notice is also provided by one of the other methods herein within five (5) days thereafter; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing. Notices to NETTIMELOGIC shall be addressed according to the address information published by the commercial registry of the canton of Zurich, Switzerland.

***12.8 Entire Agreement.*** This Agreement constitutes the entire agreement between the parties with respect to the Licensed Materials, and supersedes all prior or contemporaneous discussions, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by LICENSEE shall be binding on NETTIMELOGIC unless expressly agreed to in writing and signed by NETTIMELOGIC.

***12.9 Interpretation.*** By signing below, LICENSEE acknowledges and agrees that it has read and understood this Agreement, has had an opportunity to discuss this Agreement with its legal and other advisors, and agrees to be bound by the terms and conditions of this Agreement. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date(s) indicated below.

**NETTIMELOGIC**                                              **LICENSEE**

Signature:_____           Signature:_____

Print Name:_____           Print Name:_____

Title:_____           Title:_____

Place:_____           Place:_____

Date:_____           Date:_____

# EXHIBIT A - INITIAL PRODUCT EXHIBIT

Licensed Materials:

| Description | Part No. | License Fee (one-time) | Support Fee (p.a.) |
|---|---|---|---|
| | | | Maintenance and support not included, offered separately |

Additional or different Terms or Conditions applicable to the Licensed Materials described above:

| |
|---|

The Licensed Materials listed above may be used only for the following Licensed Project:

| |
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# EXHIBIT B – CHANGES TO ORIGINAL SIGNONCE IP LICENSE AGREEMENT

The following modifications were made to the original SignOnce IP License Agreement:

**1.    *Product Exhibit(s); Order of Precedence.***

Extended for additional cores.

**2.    *Definitions.***

"Affiliate", "Authorization Codes", "Bitstream", "Specification", "Updates" and "Xilinx Device" sections removed.

**3.    *License Grants.***

Affiliates section removed.

**5.1 Payment**

Interest rates changed to 6%

**6.    *Intellectual Property.***

Removed Indemnification section and renamed section to Ownership.

**7.    *Confidentiality.***

Removed Exception section and renamed section to Confidentiality.

**8.    *Limited Warranty.***

Extended for additional cores.

**12.    *General.***

Governmental Use section removed

**12.1 Export Compliance.**

Adapted to Swiss law.

**12.2 Governing Law.**

Changed to Swiss law.