



## XYLON DEVELOPMENT SEAT LICENSE AGREEMENT (XDSL A)

**IMPORTANT:** UNLESS SUPERSEDED BY A SIGNED LICENSE AGREEMENT BETWEEN YOU AND XYLON, THIS XYLON DEVELOPMENT SEAT LICENSE AGREEMENT (“XDSL A”) IS A LEGAL AGREEMENT BETWEEN YOU AND XYLON D.O.O. PROVIDING YOU WITH THE LICENSE TO USE THE LICENSED MATERIALS UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CAREFULLY READ THIS LICENSE AGREEMENT (“**AGREEMENT**”). BY CLICKING THE “ACCEPT” OR “AGREE” BUTTON, OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING OR USING THE LICENSED MATERIALS , YOU AGREE ON BEHALF OF LICENSEE TO BE BOUND BY THIS AGREEMENT. “**LICENSEE**” OR “**YOU**” MEANS THE CORPORATION OR OTHER LEGAL ENTITY TO WHICH XYLON D.O.O., A CROATIAN CORPORATION WITH AN OFFICE AT FALLEROVO SETALISTE 22, 10000 ZAGREB, REPUBLIC OF CROATIA (“**XYLON**”) HAS ISSUED THE LICENSE DESCRIBED HEREIN. IF YOU DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE “ACCEPT” OR “AGREE” BUTTON, AND DO NOT ACCESS, DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS. AS USED HEREIN, THE “**EFFECTIVE DATE**” MEANS THE DATE ON WHICH LICENSEE CLICKS THE “ACCEPT” OR “AGREE” BUTTON (IDENTIFIED ABOVE), PURCHASES OR OTHERWISE ACCESSES, DOWNLOADS, INSTALLS OR USES THE LICENSED MATERIALS, WHICHEVER OCCURS FIRST.

### 1. Definitions

“Licensed Materials” means the Xylon design files (also referred to as a “core”), associated software and documentation that is made available to you subject to the terms of this XDSL A.

“Development Seat” means one personal computer or other device on which Licensee plans to install and use one copy of the Licensed Materials; said PC or other device hosted at a geographic location of Licensee’s principle place of business.

“License Period” means any period of one (1), two (2) or three (3) years depending on the type of the licensing model chosen by you either on-line or via other purchasing methods available in Xylon’s price list.

“Technical Support” means support services provided by Xylon to your Licensed Materials and their functionality , including detection and correction of any IP cores bugs, access to Licensed Materials updates, extensions, changes and upgrades made by Xylon for the standard Licensed Materials and alike; said services to be provided via email or telephone and within reasonable time.

“Licensed Product” means a programmable logic device, including a system on a chip device (SoC), a field programmable gate array (FPGA) device or complex programmable logic device (CPLD), manufactured and marketed by or for Advanced Micro Devices, Inc. or its subsidiaries.

“Error” means a repeatable failure of the Licensed Materials to substantially conform to its specifications as published by Xylon.

**2. License Grants.** Upon execution of the purchase and payment of the applicable fees, subject to the terms and conditions of this Agreement, Xylon hereby grants Licensee the following nonexclusive, nontransferable licenses:

**2.1 Use Rights:** Licensee may install and use the Licensed Materials at only one (1) Development Seat for the sole purpose of creating designs that are programmed into a Licensed Product as well as to download the Licensed Materials from XYLON’s website available on the following URL address: [www.logicbricks.com](http://www.logicbricks.com), under the terms and conditions set out in this XDSL A as well as on the Registration Page completed by Licensee; and

**2.2 Distribution Rights:** Licensee may reproduce and distribute the Licensed Materials, solely in binary form for use to program a Licensed Product that operates in Licensee's system-level hardware products.

Licensee and/or any third party provided by Licensee with the device programming files binary bitstream files or PROM files - will be entitled to sell and/or distribute within unlimited period of time up to five thousand (5.000) items for each year of your Licensed period of the Licensed Products manufactured by using the Licensed Materials. You will regularly notify Xylon on a number of manufactured, sold and/or distributed Licensed Products on the end of each calendar year. You are not permitted to manufacture, sell and/or distribute more items of the Licensed Products than granted respectively to the License Period, unless you purchase additional production rights - binary bitstreams from Xylon or enter into a new XDSLA with Xylon.

**2.3 Technical Support:** During the License Period, you will be entitled to use Technical Support services up to a number of working hours as set out on Xylon web page ([www.logicbricks.com](http://www.logicbricks.com)). Technical Support will include the work hours provided by Xylon for the purpose of investigating, testing, correcting the Licensed Materials as well as other actions that Xylon's engineers find appropriate in assisting your use of the Licensed Materials. After completion of the dedicated working hours for Technical Support and/or after the expiry of the License Period, you will not be entitled to use the Technical Support services without purchasing additional working hours of the Technical Support from Xylon. Technical Support will be available via telephone, e-mail or other electronic means of communications during Xylon's regular working hours from 9.30 am to 5.30 pm, CET, five days per week (excluding Saturdays and Sundays and Croatian national holidays). Technical Support policies shall be exclusively determined, modified and changed by Xylon, including but not limited to the possibility of termination of Technical Support Services and/or interruption of its regular provision to you and your Licensed Materials. You agree that Xylon may collect and use technical information gathered as a part of the Technical Support services provided to you, if any, related to the Licensed Material. Xylon may use this information solely to improve its products or to provide customized services and will not disclose this information in a form that personally identifies you.

### **3. Restrictions.**

3.1 Licensee shall not use the Licensed Materials for any purpose other than in compliance with Section 2.1 (Use Rights), or allow use by any person outside the Development Seat other than in compliance with Section 2.2 (Distribution Rights).

3.2 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.

3.3 Licensee shall not distribute or provide Licensed Materials to a third party, other than in compliance with Section 2.2 (Distribution Rights).

3.4 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.

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

3.6 Licensee shall not modify or alter the Licensed Materials.

3.7 Licensee shall not hypothecate, rent, lease, loan, lend, time-share, sublicense or otherwise transfer the Licensed Materials.

3.8 Use of the Licensed Materials shall cease to exist after the expiry of the License Period. Licensee is not permitted to use the Licensed Materials after expiry of the License Period. Licensee may

enter into a new XDSLAs with Xylon for the purpose of extending the License Period. For avoidance of doubt, there are no time limitation for the manufacturing and selling the Licensed Products.

3.9 For the avoidance of doubt, Licensee will not be considered as the end-consumer protected by the consumer protection laws and regulations

#### **4. Payment; Taxes.**

4.1 **Payment.** Licensee shall pay Xylon or Xylon sales partners invoices in full without any deduction, counterclaim or offset.

4.2 **Transfer Taxes.** The amounts payable to Xylon 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 Xylon's net income. If applicable, Licensee will provide Xylon with valid certification of any exemption from tax or reduced rate of tax imposed by any applicable taxing authority at the time of order.

4.3 **Withholding Taxes.** If Licensee is required by applicable law to apply withholding taxes, Licensee shall provide Xylon with advance notification of the requirement to apply such taxes and shall take all allowable actions requested by Xylon that will reduce the withholding tax liability regarding transactions under this Agreement, including, but not limited to, applying on its own or on Xylon'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 Xylon's efforts to obtain allowable tax credits or deductions for withholding taxes by providing to Xylon, 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.

5. **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 Xylon, 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 2 (License Grants). Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to Xylon 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.

6. **Confidentiality.** Except as otherwise expressly permitted in Section 2 (License Grants), Licensee shall (a) maintain the confidentiality of the Licensed Materials as the proprietary trade secrets of Xylon; and (b) not make the Licensed Materials available in any form to any person other than to its employees who are working at the development seat, 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 Xylon (and its licensors, if any) than those contained herein. Licensee represents to Xylon that it maintains a system of confidentiality consistent with commonly accepted practices in the semiconductor 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 Xylon for which there may be no adequate remedy at law, and Xylon 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.

7. **Limited Warranty.** Xylon represents and warrants that for a period of ninety (90) days from the Effective Date the Licensed Materials will substantially conform to Xylon's published specifications for the Licensed Materials. If an implied warranty or condition is created by your jurisdiction and laws of your country prohibits disclaimer of it, you also have an implied warranty and/or condition BUT ONLY as to the defects discovered during the period of this limited warranty (ninety days). Xylon's sole liability and Licensee's exclusive remedy with respect to breach of the foregoing limited representation will be limited to error correction or replacement of the Licensed Material, or if neither is in Xylon's opinion

commercially feasible, termination of this XDSLAs and refund of any license fee received by Xylon from you for the Licensed Materials. As to any defects discovered after the ninety days period, there is no warranty and/or condition of any kind but you can use the Technical Support Services described under section 2.3. hereof.

## **8. Disclaimers.**

8.1 EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 7 (LIMITED WARRANTY), THE LICENSED MATERIALS ARE PROVIDED “**AS IS**” WITHOUT WARRANTY OF ANY KIND. XYLON 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. XYLON 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.

8.2 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.

8.3 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 (WHICH DOES NOT INCLUDE USE OF SOFTWARE IN THE LICENSED DEVICE TO IMPLEMENT THE REDUNDANCY) 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.

**9. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL XYLON 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 XYLON OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY XYLON 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 XYLON 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.

## **10. Term and Termination.**

10.1 **Term.** This Agreement will be effective upon your completion of the purchase. This XDSLAs will remain effective until expiry of the License Period unless terminated earlier in accordance with this Section 10.

**10.2 Termination by Licensee.** Licensee may terminate this Agreement at any time for any or no reason by destroying the Licensed Materials and all copies and derivative works, and providing notice to Xylon of same.

**10.3 Termination by Xylon.** This XDSL A will terminate immediately without notice from Xylon if you fail to comply with any provision of this XDSL A. In the event of a breach of confidentiality under Section 6 (Confidentiality) whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to Xylon, then Xylon may, at its discretion, seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

**10.4 Effects of Termination.** Upon termination of this Agreement the licenses and rights granted by Xylon hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies and derivative works, and all related documentation. 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 5 (Ownership); 6 (Confidentiality); 8 (Disclaimers); 9 (Limitation of Liability), 10.4 (Effects of Termination); and 11 (General).

## **11. General.**

**11.1 Export Compliance.** Licensee shall adhere to all applicable import and export laws and regulations, including but not limited to those administered by the European Union (Regulation (EC) No 428/2009). The importer/exporter of record shall not export, reexport, resell, transfer, or disclose, directly or indirectly, any products or technical data, to any proscribed person, entity, or country, or foreign persons thereof, unless properly authorized by any applicable or relevant government or regulatory body.

**11.2. Governing Law and Jurisdiction.** Unless expressly prohibited by the local law of your domicile, this XDSL A shall be governed by the laws of the Republic of Croatia. United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute, controversy or claim arising under, out of or relating to this XDSL A and any subsequent amendments of this XDSL A, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Zagreb, Croatia. The language to be used in the mediation shall be English. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. Alternatively, if, before the expiration of the said period of sixty (60) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of one (1) arbitrator. The place of arbitration shall be Zagreb, Croatia. The language to be used in the arbitral proceedings shall be English Nothing in this XDSL A shall affect the right of Xylon to commence legal proceedings, preliminary relief measures/injunctions or otherwise sue you in any appropriate jurisdiction, or concurrently in more than one jurisdiction, or to serve process, pleadings and other papers upon you in any manner authorized by the laws of any such jurisdiction.

**11.3 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 Xylon. 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 Xylon and its successors and assigns, and will be binding on Licensee's permitted assignees.

**11.4 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.

**11.5 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.

**11.6 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.

**11.7 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 Xylon shall be addressed to the attention of: Xylon d.o.o., Fallerovo setaliste 22, 10000 Zagreb, Croatia.

**11.8 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 Xylon unless expressly agreed to in writing and signed by Xylon.

**11.9 Interpretation.** 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.