

SOM DESIGN LICENSE AGREEMENT

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The parties agree as follows:

1. Definitions

“**Affiliate**” means an entity which controls, is controlled by or is under common control with a party hereto; where “control” means that the controlling party directly or indirectly has the beneficial ownership of more than fifty percent of the controlled entity’s shares or ownership interest giving the power to direct or cause the direction of the general management of the controlled entity. An entity shall be an Affiliate only during the time when such control exists.

“**Licensed Materials**” means the Xilinx the reference design, documentation, and related files that are provided by Xilinx to Licensee pursuant to this Agreement.

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5. **Confidentiality.**

5.1 **Duties.** Except as otherwise expressly permitted in Section 2 (License Grants), Licensee shall (a) maintain the confidentiality of the Licensed Materials; and (b) not make the Licensed Materials available in any form to any person other than to its employees and contractors who have a genuine "need to know" on behalf of Licensee for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of Xilinx (and its licensors, if any) than those contained herein. Licensee represents to Xilinx that it maintains a system of confidentiality consistent with commonly accepted practices to protect its own confidential business information, including written agreements with employees and contractors, 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 shall be liable to Xilinx for any failure of its contractors to comply with the terms and conditions of the Agreement as if such failure was a failure of the Licensee. Licensee agrees that a breach of this Agreement may result in irreparable and continuing damage to Xilinx for which there may be no adequate remedy at law, and Xilinx 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.

5.2 **Exceptions.** The obligations of confidentiality under this Agreement shall not apply to information that: (a) is already known to Licensee at the time of disclosure without obligation of confidentiality; (b) is or becomes publicly known through no wrongful act or omission of Licensee; (c) is rightfully received by Licensee from a third party without obligation of confidentiality; (d) is approved for release by written authorization of Xilinx; or (e) was developed by Licensee independently and without the use or benefit of the Licensed Materials.

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8. **Term and Termination.**

8.1 **Term.** This Agreement will commence upon the date that Licensee clicks the “accept” or “agree” button or otherwise accesses, downloads, installs or uses the Licensed Materials, whichever occurs first, and will remain effective until terminated in accordance with this Section 8.

8.2 **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 Xilinx of same.

8.3 **Termination by Xilinx.** Xilinx may terminate this Agreement for material breach by Licensee, provided that Xilinx 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 5 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to Xilinx, then Xilinx may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

8.4 **Effects of Termination.** Upon termination of this Agreement the licenses and rights granted by Xilinx hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies and derivative works in its possession or under its control, and all related documentation and certify such destruction in writing to Xilinx. Each party’s rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Sections 4 (Ownership; Third-Party Licenses), 5 (Confidentiality), 6 (Disclaimers), 7 (Limitation of Liability), 8.4 (Effects of Termination), and 9 (General).

9. **General.**

9.1 **Governmental Use.** The Licensed Materials are comprised of commercial computer software developed exclusively at the expense of Xilinx. Accordingly, pursuant to the U.S. government’s Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement (DFARS) Section 227.7202, use, duplication and disclosure of the Licensed Materials by or for the U.S. government is subject to the restrictions set forth in this Agreement. Manufacturer is Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124.

9.2 **Export Compliance.** Licensee shall adhere to all applicable import and export laws and regulations of Licensee’s country and of the United States, without limitation. This Agreement may involve items and information that are subject to the U.S. government’s International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). 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 the U.S. government and/or any other applicable or relevant government or regulatory body.

9.3 **Governing Law.** (a) Where the Licensee is located in North America, South America or any other location not covered by (b) or (c) below: This Agreement, and its performance shall be interpreted by, construed according to, and governed by, the laws of the State of California excluding conflict of laws rules and principles and the competent courts located in Santa Clara County, California shall have jurisdiction; (b) Where the Licensee is located in Europe, the Middle East or Africa (EMEA) region: This Agreement, and its performance shall be interpreted by, construed according to, and governed by, the laws of Ireland excluding conflict of laws rules and principles and the competent Irish courts shall have jurisdiction; (c) Where the Licensee is located in the Asia Pacific region, Australia or New Zealand: This Agreement, and its performance shall be interpreted by, construed according to, and governed by, the laws of Singapore excluding conflicts of laws rules and principles and the competent Singapore courts shall have jurisdiction. The parties specifically exclude from application to this Agreement the United Nations Convention on contracts for the International Sale of Goods. Where the Licensee is an individual, he or she shall be deemed to be located in his or her usual place of residence. Where the Licensee is a corporation or any other legal entity, it shall be deemed to be located in the jurisdiction of its incorporation or other formation.

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

9.5 **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.

9.6 **Severability.** If any provision of this Agreement is found unenforceable, illegal, void or invalid in whole or in part, then it shall to that extent be deemed not to form part of this Agreement and the remainder of the Agreement will remain in full force and effect.

9.7 **Notices.** Any notices required or permitted by this Agreement shall be in writing and delivered to the address provided by each party to the other in connection with this Agreement, or to such other address as either party may specify in writing. Notices to Xilinx shall be addressed to the attention of: Xilinx, Inc., Attn: General Counsel, Legal Department, 2100 Logic Drive, San Jose, CA 95124.

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

9.9 **Interpretation.** By clicking to "accept" or "agree" to this Agreement, 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.

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