

I/O BUFFER MODEL LICENSE TERMS AND CONDITIONS

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE DELIVERABLES. UNLESS YOU HAVE A SEPARATE LICENSE AGREEMENT SIGNED BY AN AUTHORIZED ALTERA REPRESENTATIVE, BY USING OR INSTALLING THE DELIVERABLES, YOU INDICATE YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS, WHICH CONSTITUTE THE LICENSE AGREEMENT ("AGREEMENT") BETWEEN YOU AND ALTERA CORPORATION OR THE ALTERA CORPORATION SUBSIDIARY FROM WHICH YOU HAVE ACQUIRED THIS LICENSE (COLLECTIVELY "ALTERA"). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE THE DELIVERABLES AND PLEASE PROMPTLY UNINSTALL AND DESTROY ANY COPIES YOU HAVE MADE.

IF YOU WISH TO PRINT OUT THIS AGREEMENT, YOU SHOULD HIGHLIGHT THIS TEXT, RIGHT-CLICK, SELECT "COPY" THEN "PASTE" IT INTO A DOCUMENT IN YOUR WORD PROCESSING PROGRAM.

YOU AND ALTERA MAY BE REFERRED TO INDIVIDUALLY AS A "PARTY" OR COLLECTIVELY AS "PARTIES," AS THE SITUATION MAY REQUIRE.

Definitions: For the purposes of this Agreement, the following definitions shall apply:

"Altera Devices" shall mean field programmable gate arrays, complex programmable logic devices, structured ASIC devices and any other semiconductor devices designed by, and manufactured on behalf of, Altera Corporation or its subsidiaries.

"Confidential Information" shall mean any business, marketing, technical, scientific, or other information disclosed which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by a person, exercising reasonable business judgment, to be confidential.

"Contractor" shall mean a company, corporation, or other entity that (a) provides services to Licensee for assisting in the use of the I/O Buffer Model solely for developing and optimizing Licensee's designs for Altera Devices and (b) that is subject to a written confidentiality agreement protecting Altera's Confidential Information with restrictions no less restrictive than those contained in this Agreement. No competitor of Altera shall be a Contractor.

"Deliverables" means specific design files in encrypted format, format test benches and/or suite of test vectors, and product/user documentation relating to the I/O Buffer Model to be provided to Licensee.

"Intellectual Property" means all rights in and to intellectual property including, but not limited to, patents, copyrights, authors' rights, trademarks, trade names, trade secrets, know-how, inventions, invention disclosures, improvements, proprietary information, technology, algorithms, techniques, methods, devices, technical data, customer lists, and all documentation embodying or evidencing any of the foregoing, irrespective of whether such rights arise under U.S. or international intellectual property, unfair competition, or trade secret laws.

"I/O Buffer Model" shall mean the Deliverables that are designed to enable system-level simulation of input/output features specific to an Altera Device for implementation or support of system designs using Altera Devices, and any updates thereto or modified versions thereof as may be provided by Altera, in its sole and absolute discretion, to Licensee under this Agreement.

1. License to the I/O Buffer Model:

1.1 Subject to the terms and conditions of this Agreement, Altera grants to Licensee a non-transferable and non-sublicensable (except as expressly set forth herein), non-exclusive, perpetual, royalty-free, and world-wide license to use the Deliverables solely for the purpose of developing and optimizing Licensee's designs for Altera Devices and solely by Licensee or Licensee's Contractors within Licensee's premises.

1.2 Altera shall provide the specified Deliverables to Licensee promptly after mutual execution of this Agreement.

1.3 Licensee may copy the I/O BufferModel for back-up or archival purposes only.

1.4 Any copies of the I/O Buffer Model made by or for Licensee shall include all Intellectual Property and confidentiality notices. Any copy or portion of the I/O Buffer Model, including any modified versions or derivative works, will continue to be subject to the terms and conditions of this Agreement.

1.5 The I/O Buffer Model contains Confidential Information of Altera, and Altera retains all rights with respect to the I/O Buffer Model, including all Intellectual Property, that are not expressly granted herein.

1.6 All Intellectual Property embodied in the I/O Buffer Model or Deliverables, including modified versions, enhancements, or derivative works thereof, in whole or in part, shall be the sole and exclusive property of Altera Corporation or its subsidiaries.

2. I/O Buffer Model License Restrictions:

EXCEPT AS SET FORTH IN SECTION 1, LICENSEE MAY NOT OTHERWISE USE, SUBLICENSE, DISCLOSE, OR TRANSFER THE DELIVERABLES. LICENSEE MAY NOT DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER THE DELIVERABLES OR ATTEMPT TO ACCESS OR DERIVE THE SOURCE CODE OF THE DELIVERABLES OR ANY ALGORITHMS, CONCEPTS, TECHNIQUES, METHODS, OR PROCESSES EMBODIED THEREIN; PROVIDED, HOWEVER, THAT IF LICENSEE IS LOCATED IN A MEMBER NATION OF THE EUROPEAN UNION OR OTHER NATION THAT PERMITS LIMITED REVERSE ENGINEERING NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY, LICENSEE MAY PERFORM LIMITED REVERSE ENGINEERING, BUT ONLY AFTER GIVING NOTICE TO ALTERA AND ONLY TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IMPLEMENTING THE EU SOFTWARE DIRECTIVE OR OTHER APPLICABLE LAW NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY.

3. Term:

This Agreement is effective from the Effective Date and continuing until terminated in accordance with the terms of this Agreement. Licensee may terminate it at any time by destroying the I/O Buffer Model together with all copies and portions thereof in any form and providing no less than one hundred twenty (120) days prior written notice to Altera. Either Party may terminate this Agreement immediately for cause by written notice to the other Party if the other Party (a) ceases to do business or terminates its business operations; (b) breaches any material term or condition of this Agreement; or (c) becomes insolvent or seeks protection under any bankruptcy or liquidation or similar proceedings. Upon any termination of this Agreement, the license and rights of Licensee under this Agreement shall terminate, and Licensee shall destroy, and shall cause any permitted sublicensees to destroy, the I/O Buffer Model, including all copies and portions thereof in any form, and certify the same to Altera;. In no event may any portions of the I/O Buffer Model be used in development after termination. In the event of termination for any reason, all definitions in this Agreement and the rights, obligations, and restrictions under Sections 1, 2, 3, 5, 6, 7, 8 and 9 shall survive termination of this Agreement.

4. No License Fees:

The Deliverables are provided for no fee.

5. No Maintenance or Support:

Neither Party will have any obligation to provide to the other Party any maintenance or support, or to provide any error corrections, updates, upgrades, new versions, or other modifications or enhancements to the I/O Buffer Model.

6. Confidential Information:

6.1 Licensee acknowledges that the Deliverables constitute Confidential Information of Altera. Licensee agrees to use the same degree of care and security, but no less than reasonable care and security, to prevent the disclosure and unauthorized use of the Confidential Information as Licensee provides for its own proprietary and confidential information of similar nature.

6.2 Licensee shall have no obligations of confidentiality with respect to any Confidential Information to the extent that it (i) is already in the public domain or falls into the public domain through no breach of this Agreement (or any other obligation to Altera) on the part of Licensee; (ii) is already known to Licensee and is not under any obligation of confidentiality before receiving such Confidential Information from Altera; (iii) is rightfully obtained by Licensee from a third party and not under any obligation of confidentiality; or (iv) is developed independently by Licensee by individuals without access to the Confidential Information. Licensee may, however, disclose Confidential Information to the extent required by a court of competent jurisdiction or an authorized government agency, provided Altera is given reasonable notice of such disclosure.

7. No Warranties and Guarantees:

ALTERA HAS PROVIDED THE DELIVERABLES ON AN "AS-IS," "WHERE IS" BASIS. NO WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALTERA EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE I/O BUFFER MODEL. SHOULD THE I/O BUFFER MODEL PROVE DEFECTIVE, EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, NEITHER ALTERA NOR ITS AUTHORIZED DISTRIBUTORS ASSUME LIABILITY FOR ANY COST OF ANY NECESSARY REPAIR OR CORRECTION. No representation or other affirmation of fact, including but limited to statement regarding capacity, suitability for use or performance of I/O Buffer Model, whether made by Altera employees or otherwise, shall be deemed to be a warranty for any purpose or give rise to any liability of Altera whatsoever unless expressly set forth in this Agreement.

8. Limitations of Liability: Notwithstanding anything in this Agreement to the contrary, to the extent permitted by law:

8.1 In no event shall the aggregate liability of Altera relating to this Agreement or the subject matter hereof under any legal theory (whether in tort, contract or otherwise), including any liability for any loss or damages directly or indirectly suffered by Licensee relating to the I/O Buffer Model, exceed the aggregate amount of the fees actually paid by Licensee under this Agreement.

8.2 IN NO EVENT SHALL ALTERA BE LIABLE UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE (a) FOR ANY LOST PROFITS, LOST REVENUE, OR LOST OR INTERRUPTION OF BUSINESS, (b) FOR ANY LOSS OF OR DAMAGES TO OTHER SOFTWARE OR DATA, OR (c) FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO THE USE, SUPPORT, OPERATION, OR FAILURE OF THE I/O BUFFER MODEL, WHETHER OR NOT FORESEEABLE AND EVEN IF ALTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND DAMAGES.

8.3 LICENSEE ACKNOWLEDGES THAT ALTERA HAS NO RESPONSIBILITY OR DUTY TO DEFEND, INDEMNIFY, OR HOLD LICENSEE HARMLESS FROM AND AGAINST ANY CLAIMS, SUITS, PROCEEDINGS, DAMAGES, LOSSES, COSTS, AND EXPENSES, BASED ON PATENT OR OTHER INTELLECTUAL PROPERTY CLAIMS ARISING FROM LICENSEE'S USE OF THE DELIVERABLES.

8.4 The limitations set forth in this Section 8 shall apply notwithstanding any failure of essential purpose of any limited remedy stated herein.

8.5 Altera is willing to enter into this Agreement only in consideration of and in reliance upon the provisions contained herein limiting Altera's exposure to liability. Such provisions constitute an essential part of the bargain underlying this Agreement and have been reflected in the consideration agreed upon by the Parties. Both Parties understand and agree that the exclusion of warranties, limitation of liability, and the limitation of remedies allocate risks between the Parties as authorized under applicable law.

8.6 To the extent that the I/O Buffer Model is developed by a third party or derived from third-party software, no such third party provides any representations or warranties with respect to the I/O Buffer Model, assumes any liability regarding use of the I/O Buffer Model, or undertakes to furnish Licensee any support or information relating to the I/O Buffer Model. Notwithstanding anything herein to the contrary, Licensee agrees that Altera may disclose Licensee's identity by name and address, and identify the I/O Buffer Model licensed, to the extent required by agreement with its licensors and partners.

9. General:

9.1 Licensee may not sublicense, assign, or transfer this Agreement or the licenses granted, or any rights, duties, or obligations hereunder, or any I/O Buffer Model, whether by operation or law or otherwise, or disclose any trade secrets or Confidential Information embodied in the I/O Buffer Model, except as expressly provided in this Agreement. Any attempt to sublicense, assign, or otherwise transfer without prior written approval of the other Party any of the rights, duties, or obligations hereunder is void. For the purposes of this Section, a change in the persons or entities that directly or indirectly control fifty percent (50%) or more of the equity securities or beneficial or voting interest of

Licensee shall be considered an assignment by Licensee.

9.2 Licensee shall not export or re-export, directly or indirectly, the I/O Buffer Model or the direct product thereof without first obtaining any necessary U.S. or other governmental licenses and approvals. Licensee hereby gives its assurance to Altera that it will not knowingly, unless prior authorization is obtained from the appropriate US governmental body, re-export, directly or indirectly, the I/O Buffer Model, or the direct product thereof, to any the countries or nationals thereof listed in Country Groups E:1, countries include Cuba, Iran, North Korea, Sudan, Syria, or to any Country Group D:1 countries, for military use, end-use, or military application. As such, lists may be amended from time to time by the U.S. Department of Commerce and/or U.S. Treasury Department. Licensee further agrees that no products, propriety data, know-how, software, or other data or information received from Altera will be directly employed in missile technology, sensitive nuclear, chemical or biological weapons end uses or by such end users. Licensee understands that the foregoing obligations are U.S. legal requirements and agree that they shall survive any term or termination of this Agreement.

9.3 This Agreement is entered into for the benefit of Altera and its licensors and all rights granted to Licensee and all obligations owed to Altera shall be enforceable by Altera.

9.4 It is expressly agreed that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of the State of New York, U.S.A. The Parties agree to submit to the jurisdiction of the courts in the State of California, County of Santa Clara, for the resolution of any dispute or claim arising out of or relating to this Agreement.

9.5 The Parties hereby agree that the Party who does not prevail with respect to any dispute, claim, or controversy relating to this Agreement shall pay the costs actually incurred by the prevailing Party, including any attorneys' fees.

9.6 No amendment to this Agreement shall be effective unless it is in writing signed by a duly authorized representative of both Parties. The waiver of any breach or default shall not constitute a waiver of any other right hereunder.

9.7 If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

9.8 The article headings throughout this Agreement are for reference purposes only and the words contained therein shall not be construed as a substantial part of this Agreement and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

9.9 BY USING THE I/O BUFFER MODEL, LICENSEE AND ALTERA ACKNOWLEDGE THAT LICENSEE AND ALTERA HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE AND ALTERA FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND ALTERA RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND ALTERA RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

9.10 Licensee agrees (on behalf of itself, its subsidiaries, and other affiliated parties) that neither it nor any of its subsidiaries or other affiliated parties will, whether during or after the term of this Agreement, institute any claim or action against any Protected Party (as defined below) that is based in whole or in part on infringement (whether direct or contributory infringement, inducement to infringe, or otherwise) of any Subject Intellectual Property Rights (as defined below) or authorize any third party to file any such claims. Licensee shall cause this covenant to be binding on any assignees, sublicensees (including sublicensees described in Section 1), or other transferees of Licensee's intellectual property rights ("Sublicensees"). To the extent that such covenant shall not automatically be binding on any such Sublicensee, Licensee shall cause such covenant to be so binding and shall indemnify and hold harmless Altera, or any subsidiaries or other affiliated parties of Altera, against all damages, costs, expenses, and other liabilities (including attorneys' fees) incurred by Altera, or any subsidiaries or other affiliated parties of Altera, that result from or relate to any failure to cause such covenant to be so binding.

9.10.1 “*Protected Party*” means (a) Altera, (b) any Altera subsidiary or other affiliated party, or (c) third-party manufacturers, suppliers, distributors, resellers, partners, customers, or other licensees of Altera or any Altera subsidiary or other affiliated party.

9.10.2 “*Subject Intellectual Property Right*” means any intellectual property right that would be infringed by the use, license, offer to license, manufacture, sale, offer to sell, importation, exportation, or other disposition of the Deliverables, including any derivative works thereof.

[END OF AGREEMENT]

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