

## I/O BUFFER MODEL LICENSE TERMS AND CONDITIONS

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**"Altera Devices"** means programmable logic devices, including field programmable gate arrays ("FPGAs") devices or complex programmable logic ("CLDPs") structured application specific integrated circuit devices (ASIC) devices, and/or any other semiconductor devices which have been designed, developed, or manufactured or sold by or on behalf of Altera.

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**"Deliverables"** means specific design files, format test benches and/or suite of test vectors, and product/user documentation relating to the I/O Buffer Model, and any updates or modified versions thereof as Altera, in its absolute discretion, may provide to Licensee under this Agreement.

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**1.2** Licensee may copy the Deliverables for back-up or archival purposes only.

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**3. Term:** This Agreement is effective upon the downloading, installation and/or use of the Deliverables ("Effective Date") and will continue until terminated in accordance with the terms of this Agreement. Licensee may terminate it at any time by irrevocably destroying the Deliverables together with all copies and portions thereof in any form and providing written notice to Altera of such destruction. Altera may terminate this Agreement immediately for cause by written notice to Licensee if Licensee: (i) ceases to do business, is declared insolvent, performs an assignment for the benefit of its creditors of all or substantially all its assets or seeks protection under any bankruptcy, liquidation or similar proceedings in any jurisdiction; (ii) breaches any material term or condition of this Agreement; or (iii) If a Contractor breaches the terms of this Agreement. Upon any termination of this Agreement, the license and rights granted to Licensee shall terminate, and Licensee shall irrevocably destroy, and shall cause its Contractors to destroy, the Deliverables, including all modified versions, derivative works, and copies and portions thereof in any form, and certify the same in writing to Altera. In no event may any portions of the Deliverables be used in development after termination of this Agreement. In the event of termination for any reason, all definitions in this Agreement and Sections 1.4, 2, 3, 5, 6, 7, 8 9 and 10 shall survive termination of this Agreement.

**4. No License Fees:** The Deliverables are provided at no charge.

**5. No Maintenance or Support:** Altera and its licensors shall not have an obligation to provide to Licensee or any third party any maintenance or support, or to provide any error corrections, updates, upgrades, new versions, or other modifications or enhancements to the Deliverables.

**6. Confidential Information:**

**6.1** Licensee acknowledges that the Deliverables constitute Confidential Information of Altera and its licensors. 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 a similar nature.

**6.2** Licensee shall have no obligation 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 or a Licensee Contractor; (ii) is already lawfully known to Licensee and under no obligation of confidentiality before receipt of such Confidential Information; (iii) is rightfully obtained by Licensee from a third party without an obligation of confidentiality; or (iv) is developed independently by or for Licensee without breach of this Agreement, and such development can be demonstrated by written evidence. 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 to enable it to obtain protective treatment of Confidential Information.

**7. No Warranties or Guarantees:** ALTERA AND ITS LICENSORS PROVIDE THE DELIVERABLES ON AN "AS-IS," "WITH ALL FAULTS" BASIS. NO WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

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**8.1** Licensee acknowledges and agrees that the Deliverables are not designed, developed, intended or certified for use in components or systems intended for the operation of weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other dangerous application in which the failure of the Deliverables could create a situation where personal injury or death may occur ("High Risk Use"). Licensee understands that use of the Deliverables in such applications is fully at the risk of Licensee. Therefore, Licensee agrees that Altera and its licensors shall not be liable or responsible for any claims, losses, demands, costs, expenses or liabilities whatsoever arising from or in relation to any such High Risk Use of the Deliverables, and Licensee shall defend Altera and its licensors from any third party claims, and indemnify against damages, costs and expenses (including reasonable attorneys' fees) arising from or relating to a claim based on High Risk Use. Licensee shall have sole control of the defense and all related settlement negotiations, provided however that Licensee shall not enter into any settlement that: (i) that includes an admission of liability by Altera and its licensors; or (ii) imposes material obligations on Altera and its licensors, or (iii) adversely affects Altera or its licensor's business activities.

**8.2** 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 or other transferees of Licensee's intellectual property rights ("Assignees"). To the extent that such covenant shall not automatically be binding on any such Assignees, 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. For purposes of this Agreement, "Protected Party" means (i) Altera, (ii) any Altera subsidiary or other affiliated party, or (iii) licensors, third-party manufacturers, suppliers, distributors, resellers, partners, customers, or other licensees of Altera or any Altera subsidiary or other affiliated party.

**8.3** Licensee acknowledges that Altera has no responsibility or obligation to defend, indemnify, or hold Licensee harmless from and against any claims, suits, proceedings, damages, losses, costs, and expenses, arising from or based on any Intellectual Property claims arising from Licensee's use of the Deliverables.

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

**9.1** Except for Licensee's indemnification obligation in Section 8 above, in no event shall the aggregate liability of a party relating to this Agreement or the subject matter hereof under any legal theory (whether in tort, contract or otherwise) exceed the total aggregate amount of the fees actually paid by Licensee under this Agreement or USD\$1,000, whichever is greater.

**9.2** EXCEPT FOR LIABILITY RELATED TO DEATH, BODILY INJURY OR PROPERTY DAMAGE, IN NO EVENT SHALL ALTERA OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE: (i) FOR ANY LOST PROFITS, LOST REVENUE, OR LOST OR INTERRUPTION OF BUSINESS; (ii) FOR ANY LOSS OF OR DAMAGES TO OTHER SOFTWARE OR DATA; OR (iii) 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

DELIVERABLES, WHETHER OR NOT FORESEEABLE AND EVEN IF ALTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND DAMAGES OCCURRING.

**9.3** The limitations set forth in this Section 9 are a fundamental part of the bargain between Altera and Licensee; and 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. Licensee agrees that Altera may disclose Licensee's identity by name and address, and identify the Deliverables licensed, to the extent required pursuant to its agreement with its licensors and partners.

## **10. General:**

**10.1** Licensee may not sublicense, assign, or transfer this Agreement or the licenses granted, or any rights, duties, or obligations hereunder, or any Deliverables, whether by operation or law or otherwise, or disclose any Confidential Information relating to the Deliverables, except as expressly provided in this Agreement. Any attempt to sublicense, assign, or otherwise transfer the Agreement or any rights or obligations therein without prior written approval of Altera will be null and void. This prohibition against assignment (whether effected voluntarily or by operation of law) shall apply even in the event of a merger, reorganization, or if a party acquires a portion of or substantially all Licensee's assets. For purposes of this Section 10, 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. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective permitted successors and assigns.

**10.2** The Deliverables, including any updates and upgrades thereto, regardless of the form in which they may be provided, is subject to US and may be subject to non-US export control laws and regulations. Licensee shall not export, re-export, transfer or otherwise distribute the Deliverables including any updates and upgrades thereto, technical data, or any products developed with or utilizing the Deliverables (collectively, the "Exported Software"), in violation of the export control laws and regulations of U.S. or non-U.S. laws and regulations, as may be amended from time to time. Licensee represents that: (i) it or its affiliates are not a party identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List, as published and revised from time to time; (ii) Licensee and its affiliates shall not transfer Confidential Information or the Exported Software to any U.S. sanctioned or embargoed country, or to nationals or residents of such countries, including without limitation a foreign national having a last citizenship or permanent residency of Cuba, Iran, Libya, North Korea, Sudan, or Syria, and to any country subject to relevant trade sanctions, as revised from time to time; or (iii) transfer the Exported Software to any party where the end-use involves hazardous uses, including but not limited to nuclear, chemical, and/or biological weapons, missiles, drones or space launch systems capable of delivering such weapons. Altera shall provide to Licensee such documentation as may be reasonably necessary or requested by Licensee in order to enable it to comply with US export control laws in connection with this Agreement.

**10.3** 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 and its licensors.

**10.4** 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, without reference to its choice of laws provisions. The Parties agree to submit to the jurisdiction of the state and federal 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. 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.

**10.5** 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 right, breach or default shall not constitute a waiver of any other right, breach or default hereunder, or a continuing waiver of same.

**10.6** If any term or other provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, 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 are not affected in any manner. Upon such determination that any term or other provision is invalid or unenforceable, 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.

**10.7** The article headings and captions 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.

**10.8** BY INSTALLING AND USING THE DELIVERABLES, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE AND ALTERA FURTHER AGREE THAT THE AGREEMENT 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.

**[END OF AGREEMENT]**