MegaCore Function License Agreement

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE MEGACORE FUNCTION (INCLUDING THE NIOS(R) II EMBEDDED PROCESSOR). UNLESS YOU HAVE A SEPARATE LICENSE AGREEMENT SIGNED BY AN AUTHORIZED ALTERA REPRESENTATIVE, BY USING OR INSTALLING THIS MEGACORE FUNCTION AND/OR PAYING A LICENSE FEE, 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"). HOWEVER, THIS SOFTWARE MAY CONTAIN PARTICULAR COMPONENTS, FILES OR PORTIONS WHICH ARE SUBJECT TO SEPARATE LICENSE AGREEMENTS WITH DIFFERENT TERMS AND CONDITIONS. IN EACH SUCH CASE, THE APPLICABLE LICENSE AGREEMENT IS SET FORTH IN A SEPARATE FILE (OFTEN CALLED "LICENSE.TXT") AND WHICH EXCLUSIVELY GOVERNS THE RELEVANT COMPONENTS, FILES OR PORTIONS. IN THE EVENT THAT YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE THE MEGACORE FUNCTION 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.

DEFINITIONS:

"Altera Device(s)" means programmable logic devices and mask-programmable logic devices (including HardCopy devices) designed and manufactured by or on behalf of ALTERA or its Subsidiaries.

"ASIC Project License Terms" means the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference.

"Licensed Product(s)" means Altera Device(s) into which the MegaCore Function has been incorporated pursuant to the terms of this License.

"MegaCore Function" means one or more design files (including encrypted net lists, RTL, test vectors, simulation models (such as VHDL, Verilog HDL, Quartus simulation, Matlab, Simulink, Verisity Specman, Synopsys Vera, etc.), and other models either as source,
obfuscated source or in encrypted format) each designed to implement or support the design of a specific function into an Altera Device, together with any updates that ALTERA provides to YOU under this Agreement; excepting the portions identified in particular files which components are subject to the applicable license agreement(s) set forth therein.

"Non-Altera Devices" means programmable logic devices, field programmable gate arrays, application specific integrated circuits, standard products, or any other semiconductor device which are not Altera Devices.

"OpenCore(R) Plus Evaluation Program" means a limited licensing program offered by ALTERA that permits a free evaluation of a MegaCore Function prior to payment of a licensing fee.

"Party" means either ALTERA or YOU. However, YOU agree that if the MegaCore Function is acquired for use outside of the United States and Canada, that YOU have acquired the MegaCore Function from an Altera subsidiary.

"Specification" means ALTERA's technical description for the MegaCore Function covered by this Agreement to the extent such technical description relates to the operation, performance, and other material attributes of the MegaCore Function.

1. License to the MegaCore Function:
1.1 Subject to the terms and conditions of this Agreement (including but not limited to YOUR payment of the license fee set forth in Paragraph 4.0), and unless YOU have acquired this MegaCore Function through ALTERA's OpenCore Plus Evaluation Program, ALTERA grants to YOU a single-user, non-transferable, non-exclusive, and (except as specified by ALTERA) perpetual license to use the MegaCore Function as follows. YOU may:
(a) have a single concurrent user design with, parameterize, compile, and route the MegaCore Function;
(b) program Altera Devices with the MegaCore Function; and,
(c) except as otherwise provided in Paragraph 10.2, YOU may use, distribute, sell, and or otherwise market products containing Licensed Products to any third party in perpetuity. YOU may also sublicense YOUR right to use and distribute products containing Licensed Products as necessary to permit YOUR distributors to distribute and YOUR customers to use products containing Licensed Products.
YOU ARE EXPRESSLY PROHIBITED FROM USING THE MEGACORE FUNCTION TO
DESIGN, DEVELOP OR PROGRAM NON-ALTERA DEVICES (EXCEPT AS EXPRESSLY PERMITTED BY THE ASIC PROJECT LICENSE TERMS). YOU MAY NOT MODIFY OR SYNTHESIZE ANY SIMULATION MODEL OUTPUT FILES GENERATED OR RESULTING FROM THE MEGACORE FUNCTION. YOU may not publish or disclose the results of any benchmarking of the MegaCore Function, or use such results for your own competing software development activities, without the prior written permission of ALTERA. YOUR use of the MegaCore Function requires the prior acquisition and installation of Altera's software development tools. YOU will receive a node-locked license to the MegaCore Function unless you have a floating license to Altera's software development tools.

1.2 OpenCore Plus Evaluation License: If YOU have acquired this MegaCore Function through ALTERA's OpenCore Plus Evaluation Program, YOUR license is more limited than the license granted under Paragraph 1.1 of this Agreement. Under ALTERA's OpenCore Plus Evaluation Program, ALTERA grants to YOU a single concurrent, non-transferable, non-exclusive limited license to: (a) engage in software evaluation by performing design entry, timing, place and route, compilation and verification of logic designs for Altera Devices for evaluation purposes only, provided that that YOU must acquire from ALTERA a license that specifically permits the programming of Altera Devices for production use prior to doing so, and (b) engage in hardware evaluation by programming the MegaCore Function into Altera Devices so long as the Altera Device is continuously connected via a programming cable to a host development computer which is running Altera development tool programmer software, or otherwise the MegaCore Function will operate for a predetermined amount of time, after which the MegaCore Function is automatically disabled and inoperable. YOU are expressly prohibited from using any MegaCore Function to program Non-Altera Devices. YOU UNDERSTAND THAT THE MEGACORE FUNCTION MAY BE FUNCTION-, TIME- OR CLOCK-CYCLE LIMITED AND THUS, WITHOUT LIMITING THE EFFECT OF PARAGRAPH 9.2, IN NO EVENT WILL ALTERA BE HELD LIABLE FOR ANY DAMAGES OR LOSSES TO YOU OR ANY THIRD-PARTY RESULTING FROM THE AUTOMATIC DISABLING OF ANY MEGACORE FUNCTIONS OBTAINED THROUGH ALTERA'S OPENCORE PLUS EVALUATION PROGRAM.

1.3 YOU may make only one copy of the MegaCore Function for back-up purposes only. The MegaCore Function may not be copied to, installed on or used with any other computer without prior written approval from
1.4 Any copies of the MegaCore Function made by or for YOU shall include all intellectual property notices, including copyright and proprietary rights notices, appearing on such MegaCore Function. Any copy or portion of the MegaCore Function, including any portion merged into a design and any design or product that incorporates any portion of the MegaCore Function, will continue to be subject to the terms and conditions of this Agreement.

1.5 The source code of the MegaCore Function, and algorithms, concepts, techniques, methods and processes embodied therein, constitute trade secrets and confidential and proprietary information of ALTERA and its licensors and LICENSEE shall not access or use such trade secrets and information in any manner, except to the extent expressly permitted herein. ALTERA and its licensors retain all rights with respect to the MegaCore Function, including any copyright, patent, trade secret and other proprietary rights, not expressly granted herein.

1.6 Subject to LICENSEE's payment of the ASIC Project License Fees and ASIC Project Royalties (as defined in Exhibit A) for the incorporation of the Unencrypted MegaCore Function (as defined in Exhibit A) within an Authorized ASIC (as defined in Exhibit A) for a particular Project (as defined in Exhibit A), the ASIC Project License Terms shall apply and supplement the terms and conditions of the remainder of this Agreement as to the Unencrypted MegaCore Function for such Project. In the event of a direct conflict between the ASIC Project License Terms and terms and conditions found in the remainder of this Agreement, the former shall control as to the use of the Unencrypted MegaCore Function within an Authorized ASIC for a particular Project, as set forth in an ASIC Project Description (as defined in Exhibit A).

2. MegaCore License Restrictions:
YOU MAY NOT USE THE MEGACORE FUNCTION EXCEPT AS EXPRESSLY PROVIDED FOR
IN THIS AGREEMENT OR SUBLICENSE OR TRANSFER THE MEGACORE FUNCTION OR
RIGHTS WITH RESPECT THERETO. YOU MAY NOT DECOMPILE,
DISASSEMBLE, OR
OTHERWISE REVERSE ENGINEER THE MEGACORE FUNCTION OR ATTEMPT TO ACCESS
OR DERIVE THE SOURCE CODE OF THE MEGACORE FUNCTION OR ANY
ALGORITHMS,
CONCEPTS, TECHNIQUES, METHODS OR PROCESSES EMBODIED THEREIN;
PROVIDED,
HOWEVER, THAT IF YOU ARE LOCATED IN A MEMBER NATION OF THE EUROPEAN
3. Term:
This Agreement is effective until terminated. YOU may terminate it at any time by destroying the MegaCore Function together with all copies and portions thereof in any form (except as provided below). It will also terminate immediately if YOU breach any term of this Agreement and upon conditions set forth elsewhere in this Agreement. Upon any termination of this Agreement, YOU shall destroy the MegaCore Function, including all copies and portions thereof in any form (whether or not merged into a design or Licensed Product), and YOUR license and rights under this Agreement shall terminate except that YOU and YOUR customers may continue to sell and use Licensed Products which have been developed in accordance with this Agreement and shipped prior to the termination. In no event may any portions of the MegaCore Function be used in development after termination. In the event of termination for any reason, the rights, obligations, and restrictions under Paragraphs 2, 4, 6.3, 9, and 10 shall survive termination of this Agreement.

4. Payment:
In consideration of the license granted by ALTERA under Paragraph 1.1 and other rights granted under this Agreement, YOU shall pay the license fee for the MegaCore Function that has been specified by ALTERA, and any ASIC Project License Fee and ASIC Project Royalties (as defined in Exhibit A) for a Project (as defined in Exhibit A), if applicable. Such payment shall, as directed by ALTERA, be made directly to ALTERA or made through an authorized distributor. YOU shall pay all taxes and duties associated with this Agreement, other than taxes based on ALTERA's income.

5. Maintenance and Support:
Unless YOU have acquired the MegaCore Function through ALTERA's OpenCore Plus Evaluation Program, ALTERA shall, but only until the date, in the format YYYY.MM, provided in the license file for a particular MegaCore Function ("Maintenance Expiration Date"): 5.1 use commercially reasonable efforts to provide YOU with fixes to
defects in the MegaCore Function that cause the MegaCore Function not to conform substantially to the Specifications and that are diagnosed as such and replicated by ALTERA;
5.2 provide YOU with fixes and other updates to the MegaCore Function that ALTERA chooses to make generally available to its customers without a separate charge; and
5.3 respond by telephone or email to inquiries from YOU.

6. Limited Warranties and Remedies:
6.1 Unless YOU have acquired the MegaCore Function through ALTERA's OpenCore Plus Evaluation Program, ALTERA represents and warrants that, until the Maintenance Expiration Date ("Warranty Period"), the MegaCore Function will substantially conform to the Specifications if used in compliance with the terms of this Agreement. YOUR sole remedy, and ALTERA's sole obligation, for a breach of this warranty shall be (a) for ALTERA to use commercially reasonable efforts to remedy the nonconformance, or (b) if ALTERA is unable substantially to remedy the nonconformance, for YOU to receive a refund of license fees paid during the previous one (1) year for the defective MegaCore Function. If YOU receive such a refund, YOU agree that YOUR license and rights under this Agreement for the defective MegaCore Function shall immediately terminate and YOU agree to destroy the defective MegaCore Function, including all copies thereof in any form and any portions thereof merged into a design or product, and to certify the same to ALTERA.
6.2 The foregoing warranties apply only to MegaCore Functions delivered by ALTERA or its authorized distributors. The warranties are provided only to YOU, and may not be transferred or extended to any third party, and apply only during the Warranty Period for claims of breach reported (together with evidence thereof) during the Warranty Period. YOU shall provide ALTERA with such evidence of alleged non-conformities or defects as ALTERA may request, and ALTERA shall have no obligation to remedy any non-conformance or defect it cannot replicate. The warranties do not extend to any MegaCore Function which have been modified by anyone other than ALTERA or any authorized distributor.
6.3 ANY MEGACORE FUNCTION OBTAINED BY YOU THROUGH THE OPENCORE PLUS EVALUATION PROGRAM IS PROVIDED BY ALTERA "AS IS" WITH NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE MEGACORE FUNCTION, 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 DESCRIBED UNDER THIS AGREEMENT, YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MEGACORE FUNCTION AND ANY DESIGN OR PRODUCT IN WHICH THE MEGACORE FUNCTION MAY BE USED. SHOULD THE MEGACORE FUNCTION PROVE DEFECTIVE, EXCEPT AS OTHERWISE DESCRIBED UNDER THIS AGREEMENT, NEITHER ALTERA NOR ITS AUTHORIZED DISTRIBUTORS ASSUME LIABILITY FOR ANY COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you in full, but shall be interpreted to apply to the maximum extent permissible under applicable law.

7. Representation:
Each party represents that it has the right to enter into this Agreement and to perform its obligations hereunder.

8. Indemnification:
8.1 Expressly subject to Section 9, and unless YOU have acquired the MegaCore Function through ALTERA's OpenCore Plus Evaluation Program, ALTERA shall defend YOU against any proceeding brought by a third party to the extent based on a claim that the MegaCore Function, as delivered by ALTERA or its authorized distributor and as used in accordance with this Agreement, infringes a third party's United States or European Union copyright, trade secret or trademark, and pay any damages awarded in the proceeding as a result of the claim (or pay any amount agreed to by ALTERA as part of a settlement of the claim), provided that ALTERA shall have no liability hereunder unless YOU notify ALTERA promptly in writing of any such proceeding or claim, give ALTERA sole and complete authority to control the defense and settlement of the proceeding or claim, and provide ALTERA with any information, materials, and other assistance requested by ALTERA.
8.2 In the event of any such claim or proceeding or threat thereof, ALTERA may (and, in the event any such claim or proceeding results in the issuance of an injunction by a court of competent jurisdiction prohibiting YOU from using the MegaCore Function, ALTERA shall), at its option and expense and subject to the limitations of Paragraph 9, seek a license to permit the continued use of the affected MegaCore Function or use commercially reasonable efforts to replace or modify
the MegaCore Function so that the replacement or modified version is non-infringing or has a reduced likelihood of infringement, provided that the replacement or modified version has functionality comparable to that of the original. If ALTERA is unable reasonably to obtain such license or provide such replacement or modification, ALTERA may terminate YOUR license and rights with respect to the affected MegaCore Function, in which event YOU shall return to ALTERA the affected MegaCore Function, including all copies and portions thereof in any form (including any portions thereof merged into a design or product), and certify the same to ALTERA, and Altera shall refund the license fee paid by YOU during the previous one (1) year for the affected MegaCore Function.

8.3 ALTERA shall have no liability or obligation to YOU hereunder for any infringement or claim based on or resulting from (a) the combination or use of the MegaCore Function with other products or components, to the extent that the infringement arises from such combination or use; (b) modification of the MegaCore Function by anyone other than ALTERA and its authorized distributors, (c) the use of other than the most recent version of the MegaCore Function if the infringement or claim would have been avoided (or the likelihood thereof reduced) by use of the most recent version; (d) requirements specified by YOU; (e) use of the MegaCore Function in any way not contemplated under this Agreement; or (f) any use of the MegaCore Function, to the extent that Altera has indicated in the applicable Specification that third-party licenses may be required to use such MegaCore Function if LICENSEE has not obtained the necessary third-party licenses.

8.4 The provisions of this Paragraph 8 state the entire liability and obligations of ALTERA, and YOUR sole and exclusive rights and remedies, with respect to any proceeding or claim relating to infringement of copyright, trade secret, patent, or any other intellectual property right.

9. LIMITATIONS OF LIABILITY

9.1 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 under Paragraph 8 or for any loss or damages directly or indirectly suffered by YOU relating to the MegaCore Function, exceed the aggregate amount of the license fees paid by YOU in the previous one (1) year under this Agreement.

9.2 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 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 DELIVERY, USE, SUPPORT, OPERATION OR FAILURE OF THE MEGACORE FUNCTION, EVEN IF ALTERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. Some jurisdictions do not allow the limitation or exclusion of special, incidental or consequential damages, so the above limitations or exclusions may not apply to you in full but shall be interpreted to apply to the maximum extent permissible under applicable law.

9.3 THIS SECTION 9 SHALL NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY.

9.4 To the extent that the MegaCore Function was developed by a third party or derived from third-party software, no such third party provides any representations or warranties with respect to the MegaCore Function, assumes any liability regarding use of the MegaCore Function or undertakes to furnish YOU any support or information relating to the MegaCore Function. Notwithstanding anything herein to the contrary, YOU agrees that Altera may disclose the YOUR identity by name and address, and identify the MegaCore Function licensed, to the extent required by agreement with its licensors and partners.

10. General:
10.1 YOU may not sublicense, assign, or transfer this license or any MegaCore Function, or disclose any trade secrets embodied in the MegaCore Function, except as expressly provided in this Agreement. Any attempt by YOU to sublicense, assign, or otherwise transfer, without prior written approval of Altera, any of the rights, duties, or obligations hereunder is void.

10.2 YOU shall not export or re-export, directly or indirectly, the MegaCore Function or the direct product thereof, including Licensed Products and End Products, without first obtaining any necessary U.S. or other governmental licenses and approvals. YOU hereby give YOUR assurance to ALTERA that YOU will not knowingly, unless prior authorization is obtained from the appropriate US governmental body, re-export, directly or indirectly, the MegaCore Function, or the direct product thereof, to any the countries or nationals thereof listed in Country Groups D:1 or E:2, as such lists may be amended from
time to time by the U.S. Department of Commerce and/or U.S. Treasury Department (which lists currently include Albania, Armenia, Azerbaijan, Belarus, Bulgaria, Cambodia, China, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Laos, Latvia, Lithuania, Macau, Moldova, Mongolia, North Korea, Romania, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan and Vietnam). YOU further agree 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. YOU understand that the foregoing obligations are U.S. legal requirements and agree that they shall survive any term or termination of this Agreement.

10.3 This Agreement is entered into for the benefit of ALTERA and its licensors and all rights granted to YOU and all obligations owed to ALTERA shall be enforceable by ALTERA.

10.4 If YOU have any questions concerning this Agreement, including software maintenance or warranty service, YOU should contact Altera Corporation, 101 Innovation Drive, San Jose, CA 95134 or Altera International Limited, 2102 Tower 6, The Gateway, Harbour City, 9 Canton Road, Tsimshatsui, Kowloon, Hong Kong.

10.5 YOU agree that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of the following jurisdictions, without reference to conflicts of laws principles: (a) the State of California, if the MegaCore Function is acquired for use in the US or Canada; (b) United Kingdom, if the MegaCore Function is acquired for use in the European Union; or, (c) Hong Kong, if the MegaCore Function is acquired for use in any other jurisdiction. YOU agree to submit to the exclusive 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. 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. Each party agrees to waive its rights to a jury trial related to this Agreement.

10.6 The MegaCore Functions are not authorized for use as critical components in life support devices or systems without the express written approval of the president of Altera Corporation. As used herein: 1. Life support devices or systems are devices or systems that are intended for surgical implant into the body or support or sustain life, and whose failure to perform, when properly used in accordance with instructions for use provided in the labeling, can be reasonably expected to result in a significant injury to the user. 2. A critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of
the life support device or system, or to affect its safety or effectiveness.

10.7 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.

10.8 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be legally ineffective or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the validity of the remaining provisions shall not be affected.

10.9 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.

10.10 BY USING THE MEGACORE FUNCTION, YOU AND ALTERA ACKNOWLEDGE THAT YOU AND ALTERA HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU AND ALTERA FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ALTERA, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND ALTERA RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, UNLESS YOU HAVE A SEPARATE LICENSE SIGNED BY AN AUTHORIZED ALTERA REPRESENTATIVE.

10.11 U.S. Government Restricted Rights: The MegaCore Function and related documentation are commercial products. Use, duplication, release, modification, transfer or disclosure thereof by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of Commercial Computer Software--Restricted Rights at 48 FAR 52.227-19, as applicable, or in similar or successor clauses in the FAR, DFAR, or DOD or applicable supplements, including NASA or FAR. Contractor/manufacturer is Altera Corporation, 101 Innovation Drive, San Jose, CA 95134 and its licensors.

MegaCore Function License Agreement (C) 2001-2006 Altera Corporation. All rights reserved. MegaCore, Nios and OpenCore are registered
trademarks of Altera Corporation in the US and other countries.

List of Exhibits:
Exhibit A- ASIC Project License Terms

EXHIBIT A

ASIC PROJECT LICENSE TERMS

A-1. Definitions.

a. "ASIC Project Description" shall mean a description of ASIC Project License Fees, ASIC Project Royalties, ASIC Project Payment Schedule, Unencrypted MegaCore Function, the Authorized ASIC and the End Products, a form of which is attached hereto as Exhibit A-1, which has been mutually executed by the Parties.

b. "ASIC Project License Fees" shall mean the license fees payable by LICENSEE in accordance with the ASIC Project Payment Schedule for the use of Unencrypted MegaCore Function, as set forth in an ASIC Project Description.

c. "ASIC Project Payment Schedule" shall mean the schedule for payment of the ASIC Project License Fees and ASIC Project Royalties as set forth in an ASIC Project Description.

d. "ASIC Project Royalties" shall mean the royalties payable by LICENSEE in accordance with the ASIC Project Payment Schedule for the use of Unencrypted MegaCore Function, as set forth in an ASIC Project Description.

e. "Authorized ASIC" shall mean a single design of an application specific integrated circuit that is designed and developed by LICENSEE specifically and exclusively for the use by LICENSEE in End Products, including any rework necessary to conform the Authorized ASIC to its original specifications. The Authorized ASIC shall be as set forth in an ASIC Project Description.

f. "Design Group" shall mean the group of employees of LICENSEE who are assigned to work on the Project. The number of individuals who are included in the Design Group should be limited to that which is reasonably necessary for LICENSEE to complete the Project.

g. "End Products" shall mean end products designed or developed by LICENSEE which are sold to and used by LICENSEE'S customers and which
contain a system incorporating the Authorized ASIC. The End Products shall be as set forth in an ASIC Project Description.

h. "License Period" shall mean the duration of the Project.

i. "Project" means the design, development, and testing by the Design Group of the Authorized ASIC.

j. "Unencrypted MegaCore Function" means an unencrypted, synthesizable version, written in either VHDL, Verilog or RTL, of the MegaCore Function (but not including any device circuitry contained in Altera Devices).

A-2. ASIC Project Description. At any time during the Term, LICENSEE may request the use of the MegaCore Function in unencrypted format for the development of an application specific integrated circuit. LICENSEE and ALTERA may enter into a mutually agreeable ASIC Project Description providing for the rights and duties set forth in this Exhibit A which shall only apply to the Unencrypted MegaCore Function for the Project to develop the applicable Authorized ASIC for incorporation into the particular End Products, as each are set forth in an ASIC Project Description. Neither party shall have any obligation to negotiate in good faith towards entering into, or to enter into, an ASIC Project Description Form and either party may refuse for any or no reason to enter into an ASIC Project Description Form.

A-3. License Grant. Subject to the terms and conditions of this Agreement (including but not limited to LICENSEE's payment of the applicable ASIC Project License Fees and ASIC Project Royalties), ALTERA grants to LICENSEE a world-wide, limited, non-transferable, non-exclusive, non-sublicensable, royalty-bearing license for the Design Group to use, during License Period, the Unencrypted MegaCore Function for the Project. Promptly after mutual execution of an ASIC Project Description form and receipt of a purchase order from LICENSEE for the ASIC Project License Fees and ASIC Project Royalties (if applicable), ALTERA shall deliver the Unencrypted MegaCore Function to LICENSEE. The Design Group may only modify the Unencrypted MegaCore Function as required for correct operation within the Authorized ASIC or with the LICENSEE's synthesis or simulation tools, libraries, or other macrofunctions such as ASIC memories as long as the resulting source code is used only for the design of the Authorized ASIC; provided, however, if applicable, in no event may LICENSEE modify the basic instruction set architecture of the Unencrypted MegaCore Function (but may create their own user instructions which are supported by the basic instruction set architecture). NOTWITHSTANDING
ANYTHING HEREIN TO THE CONTRARY, LICENSEE'S USE OF THE UNENCRYPTED MEGACORE FUNCTION IS RESTRICTED TO THE PROJECT AND FOR USE IN THE AUTHORIZED ASIC.

A-4. Sale, Supply and Distribution of Authorized ASICs Within End Products.

a. Except as otherwise provided in Section 10.2, LICENSEE may use, distribute, sell, and or otherwise market the Authorized ASICs to any third party in perpetuity but solely as part of and incorporated into End Products and expressly not as stand-alone products for sale. LICENSEE may also sublicense its right to use and distribute End Products incorporating the Authorized ASICs as necessary to permit LICENSEE's distributors to distribute and LICENSEE's customers to use End Products incorporating the Authorized ASICs.

b. LICENSEE's rights to use the Unencrypted MegaCore Function are subject to payment of the LICENSEE's payment of the applicable ASIC Project License Fees and ASIC Project Royalties. LICENSEE shall have elected, in the ASIC Project Description, to pay the ASIC Project Royalties as set forth in the applicable ASIC Project Description, either (a) as a one-time pre-paid royalty payment ("ASIC Project Royalties Buy-Out Option"), or (b) as calculated for each individual Authorized ASIC unit sold, supplied or distributed by LICENSEE as part of and incorporated in End Products ("ASIC Project Per Unit Royalties Option"). To the extent that LICENSEE elected the ASIC Project Per Unit Royalties Option, LICENSEE shall provide a certified (by an officer of LICENSEE) royalty reports, in the format specified by ALTERA, within thirty (30) days after the end of each calendar quarter describing the Authorized ASIC, the End Product, the number of Authorized ASICs manufactured and the specific manufacturing locations, the number of Authorized ASIC units sold, supplied or distributed by LICENSEE as part of and incorporated in End Products and the total ASIC Project Royalties due for such quarter. LICENSEE shall pay the ASIC Project Royalties on a quarterly basis concurrently with its submission of the applicable royalty report. If any sum under this Exhibit A is not paid by the applicable due date, then (without prejudice to ALTERA's other rights and remedies) ALTERA reserves the right to charge interest on such sum on a day to day basis (as well after as before any judgment) from the due date to the date of payment at the lesser of the maximum permitted by law or rate of one percent (1%) per month.

A-5. Modifications. Any adaptations, translations, modifications,
corrections or derivative works of the Unencrypted MegaCore Function ("Modifications") shall be owned exclusively by ALTERA and remain subject to the terms and conditions of this Agreement as part of the Unencrypted MegaCore Function.

A-6. Maintenance and Support. ALTERA shall have no obligation to maintain or support the Unencrypted MegaCore Function or any Modifications. LICENSEE will not state or imply to any third party that ALTERA will provide any maintenance or support to any third party as to the MegaCore Function.

A-7. Customization. ALTERA shall not be obligated to provide LICENSEE with support in customizing or modifying the Unencrypted MegaCore Function to LICENSEE’s specifications or otherwise.

A-8. Confidential Information.

a. 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 terms of any ASIC Project Description Form and the Unencrypted MegaCore Function as LICENSEE provides for its own proprietary and confidential information of a similar nature. LICENSEE agrees to provide prompt notice of any disclosure or unauthorized use of which it learns.

b. The Unencrypted MegaCore Function may only be used and examined by members of the Design Group. It may not be disclosed or given (including in any translated or derivative forms, such as synthesized or behavioral netlists) to any employees of LICENSEE who are not members of the Design Group or any external party for any reason, including for synthesis and simulation support or manufacturing of LICENSEE’s products, without the express written consent of ALTERA. ALTERA agrees that it may be necessary for the Unencrypted MegaCore Function to be disclosed to the design center of the Authorized ASIC manufacturer. Under these circumstances, the LICENSEE will ensure that the transfer occurs under a non-disclosure agreement ("NDA") with the design center and that such NDA will be subject to review and approval by ALTERA prior to such transfer. In addition, LICENSEE will ensure that the Authorized ASIC manufacturer will use the Unencrypted MegaCore Function solely in manufacturing the Authorized ASIC for LICENSEE and will cause such manufacturer to become bound by the terms and conditions of this Agreement. LICENSEE assumes full responsibility for any breach of this Agreement by such manufacturer. The LICENSEE understands that under no circumstances will the source code or modifications thereto or derivative works thereof be disclosed to a programmable logic vendor other than ALTERA.
A-9. Audit Rights. LICENSEE shall keep all records of account as are necessary to demonstrate compliance with its obligations under this Exhibit A, including without limitation with respect to determination of the ASIC Project Royalties, for a period of five (5) years from the date of each royalty report. ALTERA shall have the right, upon two (2) business days advance notice to LICENSEE to inspect, or have inspected by independent auditors or accountants ("Auditors"), LICENSEE's books, records, and other documentation (including computer files) during normal business hours to determine whether LICENSEE is complying with these ASIC Project License Terms and to determine the accuracy of amounts due under the ASIC Project Per Unit Royalties Option, if elected. Any report issued by ALTERA or the Auditors as to amounts due under the ASIC Project Per Unit Royalties Option shall (in the absence of clerical or manifest error) be final and binding on the parties. Such audit shall be at ALTERA's expense unless it reveals an underpayment of the amounts due under the ASIC Project Per Unit Royalties Option subject to audit of five per cent (5%) or more, in which case LICENSEE shall reimburse ALTERA for the costs of such audit. Any underpayment or underpayment of royalties shall be promptly corrected.

A-10. Termination. Upon any termination of this Agreement, YOU must destroy the MegaCore Function, including all copies and portions thereof in any form (whether or not merged into an Authorized ASIC or incorporated into an End Product), and certify the same to ALTERA upon request except that LICENSEE'S customers may continue to use End Products (incorporating Authorized ASICs which have been developed in accordance with this Agreement) which have been shipped prior to the termination.

A-11 Survival. In the event of termination of the Agreement for any reason, the rights, obligations, and restrictions under Sections A-1, A-2, A-5, A-7, A-8, A-9, A-10 and A-11 of this Exhibit A shall survive termination of this Agreement.

EXHIBIT A-1

ASIC PROJECT DESCRIPTION FORM

This ASIC Project Description Form is being issued pursuant and subject to Exhibit A of the MegaCore Function License Agreement, by and between the parties set forth below, which shall govern and control LICENSEE's use of the Unencrypted MegaCore Function.
Description of Authorized ASIC (describe ASIC in detail, including reference to attached specifications):

________________________________________________________________________

Description of End Products (describe in detail by model or product family):

________________________________________________________________________

ASIC Project License Fee: ______________________ (US$_______)

ASIC Project Royalties: [Delete the option not elected by Licensee]
ASIC Project Royalties Buy-Out Option: _____________________ (US$_______); OR
ASIC Project Per Unit Royalties Option: _____________________ (US$_______) per

Authorized ASIC

ASIC Project Payment Schedule: [Delete the option not elected by Licensee]
ASIC Project License Fee: Upon _____________________; AND
ASIC Project Royalties Buy-Out Option: Upon _____________________; OR
ASIC Project Per Unit Royalties Option: Within 30 days after the end of each calendar quarter

Other Applicable Terms and Conditions:

________________________________________________________________________

________________________________________________________________________ ALTERA ___________________

By:
Name:
Title:

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9.1 The “Term” of this Agreement shall commence on the Effective Date and shall continue in effect, unless terminated sooner as set forth herein.

9.2 Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and does not cure such breach within thirty (30) days from written notice of such breach. Altera shall have the right to terminate this Agreement immediately if Licensee breaches any of the provisions in Section 4 (Open Source Software Restrictions) or 6 (Confidentiality), or if Licensee shall cease conducting business in the normal course, becomes insolvent, files for or is placed in bankruptcy, or makes a general assignment for the benefit of creditors.

9.3 Licensee may terminate this Agreement anytime upon thirty (30) days prior written notice to Altera.

9.4 All Licenses granted to Licensee under this Agreement shall immediately end upon the termination of this Agreement.

9.5 Upon termination of this Agreement, Licensee shall immediately return all Licensed Software and Confidential Information to Altera, provided however, Licensee may keep for archival and support purposes one copy of the Licensed Software that Licensee has incorporated in its Licensed Products pursuant to Section 2 herein.

10. GENERAL

10.1 The provisions of Sections 1, 3, 4, 5, 6, 7, 8 and 10 shall survive the expiration or termination of this Agreement.

10.2 Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Altera, and any purported assignment without such consent shall have no force or effect. In the event Licensee desires to assign this Agreement to a successor in interest by merger or acquisition of its entire business, Licensee shall obtain
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10.9 In the event any proceeding or lawsuit is brought by either Party in connection with this Agreement, the prevailing Party in such proceeding or lawsuit shall be entitled
to receive its costs for such action, including its reasonable attorneys’ fees, expert witness fees.

10.10 Each Party acknowledges and agrees that this Agreement does not confer any rights to use any of the other Party’s names, trademarks, or logos for any reason, including but not limited to, in connection with it advertising, publicity or other marketing activities.

10.11 No failure or delay by either Party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.

10.12 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to provisions concerning conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.13 Each Party agrees to comply with all applicable United States and foreign laws in performing under this Agreement.

10.14 All notices or communications to be given under this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days after deposit in the mail of the home country of the Party, postage prepaid, by certified, registered or first class mail, addressed to the Parties at their addresses set forth above.

10.15 In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement.

10.16 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.17 This Agreement, including its Appendices, sets forth the entire agreement between the Parties relating to the subject matter herein, and supersedes and replaces all prior or contemporaneous agreements, discussions and understandings, written or oral, with respect to such subject matter. The terms and conditions of this Agreement may not be modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each Party hereto.

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