

# ZIPCORES IP-CORE LICENSE AGREEMENT

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE IP-CORE. BY CLICKING THE SUBMIT BUTTON OR BY DOWNLOADING AND USING THE IP-CORE, YOU INDICATE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE IP-CORE. ANY UPDATES OR REVISIONS TO THE IP-CORE WILL ALSO BE SUBJECT TO THIS AGREEMENT.

## 1 Definitions

- 1.1 “IP-Core” or “Licensed Materials” shall mean all Zipcores design data files in Source Code format.
- 1.2 “Licensed Site” shall mean the geographic location in which the Licensee conducts business, with a radius of no more than five (5) kilometres.
- 1.3 “Licensee” or “You” shall mean the person, either individual or company, that is obtaining the IP-Core from Zipcores subject to the terms and conditions of this Agreement.
- 1.4 “Source Code” shall mean a computer language in which the design logic is readily understandable by a human being. Normally (but not exclusively) the Source Code will be written in the computer language VHDL.
- 1.5 “Netlist Code” shall mean the IP-Core in a format suitable for integration on a Targeted Device, resulting from the processing of the source code.
- 1.6 “Targeted Device” shall mean a semiconductor device within which the IP-Core (in Netlist Code format) can be integrated.

## 2 License

- 2.1 Upon payment of the applicable fees and subject to the terms and conditions of this Agreement, Zipcores grants to the Licensee a non-exclusive, non-transferable, perpetual, worldwide, revocable license to:
  - (i) Use the IP-Core at the Licensed Site for the sole purpose of creating, simulating, testing and implementing designs on a Targeted Device.
  - (ii) Sell or distribute to a third party the products into which the Targeted Devices are integrated.

### **3 License Restrictions**

- 3.1 Use of the IP-Core by any person outside the Licensed Site is prohibited unless the Licensee has entered into a separate written agreement with Zipcores for such use.
- 3.2 The Licensee may copy the IP-Core only to the extent necessary for its authorized use and for archival and back-up purposes. Any copies of the IP-Core must include all intellectual property notices, including copyright and propriety right notices. Any copy or portion of the IP-Core will continue to be subject to the terms and conditions of this Agreement.
- 3.3 The Licensee shall not distribute, rent, lend, loan, lease or sublease the whole or any part of the IP-Core to any third party without the express written permission of Zipcores.
- 3.4 The Licensee shall not prepare derivative works in whole or in part based on the IP-Core except for the purposes set forth in Section 2.

### **4 Critical Applications**

- 4.1 THE IP-CORE IS NOT INTENDED TO BE FAIL-SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS LIFE-SUPPORT SYSTEMS, SAFETY DEVICES, NUCLEAR FACILITIES, WEAPONS OR WEAPONS SYSTEMS, HAZARDOUS SUBSTANCE MANAGEMENT OR MEANS OF MASS TRANSPORTATION. FURTHERMORE, ZIPCORES SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF ITS IP-CORES IN ANY APPLICATION WHERE THE FAILURE OR INACCURACY OF THE IP-CORE MIGHT RESULT IN DEATH, PERSONAL INJURY, OR DAMAGE TO EITHER PROPERTY OR THE ENVIRONMENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ZIPCORES AND ITS EMPLOYEES FROM ANY CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES OR LIABILITY, INCLUDING LEGAL FEES, ARISING OUT OF OR IN CONNECTION WITH SUCH USE.

### **5 Intellectual Property Rights**

- 5.1 The Licensee acknowledges that Zipcores shall retain sole right, title, and ownership of the IP-Core and all intellectual property rights (including patents, copyrights, trade secrets, trade names, trademarks and invention disclosures) related to the IP-Core, including, but not limited to, any and all improvements, modifications or derivatives thereof.
- 5.2 This Agreement does not grant the Licensee any rights to any patents, copyrights, trade secrets, trade names, trademarks, or any other rights or licenses with respect to the IP-Core except those granted in Section 2.
- 5.3 The Licensee agrees to maintain the secrecy of the contents of the IP-Core and to implement adequate safeguards to prevent and protect the contents of the IP-Core from unauthorized use or disclosure.

## **6 Term and Termination**

- 6.1 This Agreement will commence upon the date of delivery of the IP-Core and will remain in force until terminated.
- 6.2 The Licensee may terminate this Agreement at any time by notifying Zipcores in writing the intent to terminate the Agreement.
- 6.3 If the Licensee fails to comply with any provision of this Agreement, the Agreement shall terminate immediately.
- 6.4 Upon any termination of this Agreement, the licenses and rights under this Agreement shall cease, and the Licensee must destroy all copies (including any portions thereof merged into a design or product) of the Licensed Materials.
- 6.5 Upon any termination of this Agreement the provisions of Sections (1,3,4-5,7-10) will survive the termination of this Agreement.

## **7 Limited Warranty and Disclaimer**

- 7.1 Zipcores warrants that for a period of one (1) year after receipt, the IP-Core will substantially conform to the functional specifications set forth in the applicable user documentation.
- 7.2 ZIPCORES DOES NOT WARRANT THAT THE IP-CORE WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE IP-CORE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHERMORE, ZIPCORES DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING USE OR THE RESULTS OF THE USE OF THE IP-CORE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.
- 7.3 Zipcores' entire liability and the Licensee's exclusive remedy shall be, at Zipcores' option, either:
- (i) Termination of this Agreement and refund of the price paid upon certification of deletion of the Licensed Materials; or,
  - (ii) Modification or replacement of the Licensed Materials that do not meet this limited warranty.
- 7.4 The Licensee acknowledges and agrees that in the event that the Licensee elects to modify, adapt or alter the IP-Core in any way, the warranty shall be made null and void.

## **8 Limitation of Liability**

- 8.1 IN NO EVENT SHALL ZIPCORES OR ITS EMPLOYEES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO WHETHER OCCASIONED BY THE ACT, BREACH, OMISSION, DEFAULT OR NEGLIGENCE OF ZIPCORES, ITS EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS, AND SHALL

INCLUDE WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE OR PROFITS, LOSS OF USE OR DATA, LOSS OF SAVINGS OR ANTICIPATED SAVINGS, LOSS OF INVESTMENTS, LOSS OF GOODWILL, LOSS OF REPUTATION OR COST OF CAPITAL OR LOSS OF EXTRA ADMINISTRATIVE COST, WHETHER OR NOT FORESEEABLE, AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ZIPCORES OR ANY OF ITS EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ZIPCORES' OR ITS EMPLOYEES TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSED MATERIALS GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, ZIPCORES AND ITS EMPLOYEES SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.

## **9 Nondisclosure**

9.1 Except as otherwise expressly permitted in this Agreement, the Licensee will hold in confidence the Licensed Materials and any other confidential information received from Zipcores. The Licensee agrees that the Licensed Materials will be treated as proprietary trade secrets of Zipcores, and the Licensee will not make the Licensed Materials available in any form or to any person other than to its employees and to contractors located on its premises.

## **10 Miscellaneous**

10.1 The Licensee acknowledges and agrees that Zipcores shall retain ownership and rights of any modification or update to the IP-Core. Furthermore, the IP-Core in its modified state shall remain subject to the terms and conditions of this Agreement.

10.2 This Agreement constitutes the entire Agreement between the Licensee and Zipcores relating to the IP-Core and supersedes any and all prior representations, discussions and agreements.

10.3 No addition or modification to this Agreement is valid unless made in writing and signed by both parties. No waiver will be implied from conduct or failure to enforce rights, nor be effective, unless in writing signed on behalf of the party against whom the waiver is asserted.

10.4 This Agreement shall be governed by and construed under the laws of Spain and the Spanish courts shall have exclusive jurisdiction to hear all matters arising out of this Agreement.

10.5 If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.