



## Adiuvo Engineering & Training Ltd IP Core License Agreement

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE IP CORE. BY CLICKING THE SUMBIT 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.

### Statement of Agreement

1.1 This IP Core License Agreement ("Agreement") will be effective and in force from the date of delivery of the IP Core ("Effective Date").

1.2 This IP Core License Agreement is between:

**Adiuvo Engineering & Training Ltd.**, having a place of business at: 1 Bunting Street, Newhall, Harlow, CM17 9GN, UK ("Adiuvo Engineering & Training Ltd" or the "Licensor"). And the receiving party of the IP Cores (the "Licensee").

For the purpose of this agreement, Adiuvo Engineering & Training Ltd and the Licensee may be referred to individually as a "Party", or collectively, as the "Parties".

1.3 Adiuvo Engineering & Training Ltd agrees to License the IP Core for the Licensee's exclusive use and according to the terms and conditions set out in this Agreement.

### Definitions

2.1 "Authorized Site" shall mean the geographic location in which the Licensee conducts business, with a radius of no more than five (5) kilometres.

2.2 "IP Core" or "Licensed Materials" shall mean all the Adiuvo Engineering & Training Ltd design data files. This includes the IP Core in Source Code or Netlist Code format. It also includes any design documentation relating to the IP Core.

2.3 "Source Code" shall mean the 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.

2.4 "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.

2.5 "Targeted Device" means *any* semiconductor device (e.g. FPGA, PLD, SoC, ASIC) within which the IP Core may be integrated.

## License Grant

3.1 Upon payment of the applicable fees and subject to the terms and conditions of this Agreement, Adiuvo Engineering & Training Ltd grants to the Licensee a non-exclusive, non-transferable, perpetual, worldwide license to:

- (i) Use the IP Core at the Authorized 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.

## Restrictions

4.1 Use of the IP Core by any person outside the Authorized Site is prohibited unless the Licensee has entered into a separate written agreement with Adiuvo Engineering & Training Ltd for such use.

4.2 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.

4.3 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 Adiuvo Engineering & Training Ltd.

4.4 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 3.

## Critical Applications

5.1 THE IP CORE IS NOT INTENDED TO BE FAIL-SAFE, OR INTENDED TO BE USED IN AN APPLICATION REQUIRING FAIL-SAFE OPERATION. EXAMPLES INCLUDE: LIFE-SUPPORT SYSTEMS, SAFETY DEVICES, NUCLEAR FACILITIES, WEAPONS, HAZARDOUS SUBSTANCE MANAGEMENT OR MEANS OF MASS TRANSPORTATION. FURTHERMORE, ADIUVO ENGINEERING & TRAINING LTD SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH USE, 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.



## Intellectual Property Rights

6.1 The Licensee acknowledges that Adiuvo Engineering & Training Ltd 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.

6.2 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 3.

6.3 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.

## Term and Termination

7.1 This Agreement will commence upon the Effective Date and will remain in force until terminated.

7.2 The Licensee may terminate this Agreement at any time by notifying Adiuvo Engineering & Training Ltd in writing the intent to terminate the Agreement.

7.3 If the Licensee fails to comply with any provision of this Agreement, the Agreement shall terminate immediately.

7.4 Upon any termination of this Agreement, the licenses and rights under this Agreement shall cease, and the Licensee must destroy all copies of the Licensed Materials.

7.5 The Licensee's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Section 2 (Definitions); Section 4 (Restrictions); Section 5 (Critical Applications); Section 6 (Intellectual Property Rights); Section 8 (Limited Warranty); Section 9 (Limitation of Liability); Section 10 (Non-disclosure); Section 11 (Law and Jurisdiction); Section 12 (General).



## Limited Warranty and Disclaimer

8.1 Adiuvo Engineering & Training Ltd 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.

8.2 ADIUVO ENGINEERING & TRAINING LTD 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, ADIUVO ENGINEERING & TRAINING LTD 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.

8.3 Adiuvo Engineering & Training Ltd' entire liability and the Licensee's exclusive remedy shall be, at Adiuvo Engineering & Training Ltd' 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.

8.4 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.

## Limitation of Liability

9.1 IN NO EVENT SHALL ADIUVO ENGINEERING & TRAINING LTD 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 ADIUVO ENGINEERING & TRAINING LTD, ITS EMPLOYEES, ITS CONTRACTORS OR ITS 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 ADIUVO ENGINEERING & TRAINING LTD OR ANY OF ITS EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 IN NO EVENT SHALL ADIUVO ENGINEERING & TRAINING LTD OR ITS EMPLOYEES TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID FOR THE LICENSED MATERIALS GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, ADIUVO ENGINEERING & TRAINING LTD AND ITS EMPLOYEES SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.

## Non-disclosure

10.1 Except as otherwise expressly permitted in this Agreement, the Licensee will hold in confidence the Licensed Materials and any other confidential information received from Adiuvo Engineering & Training Ltd. The Licensee agrees that the Licensed Materials will be treated as proprietary trade secrets of Adiuvo Engineering & Training Ltd, 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.

## Law and Jurisdiction

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

11.2 If there is any dispute at any time between the Parties arising out of or in connection with the Agreement, then the Parties shall use reasonable endeavours to resolve the dispute amicably.

11.3 The Parties agree that any dispute arising out of or in connection with the Agreement that cannot be resolved amicably in accordance with clause 11.2 or which one or both of the Parties considers is not suitable for amicable resolution, including any question regarding its existence, validity or termination, and any dispute relating to any non-contractual obligations arising out of or in connection with the Agreement, shall be referred to and finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC).



## General

12.1 This Agreement constitutes the entire Agreement between the Licensee and Adiuvo Engineering & Training Ltd relating to the IP Core and supersedes any and all prior representations, discussions and agreements.

12.2 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.

12.3 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.