

## NICHESTACK TCP/IP NETWORK STACK – NIOS® II EDITION SOFTWARE LICENSE AGREEMENT

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In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, have the meanings set forth in this Section 1. All definitions below shall apply both to their singular or plural forms, as the context may require.

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“Licensed Software” means the NicheStack TCP/IP Network Stack – Nios II Edition software that is downloadable from the Altera web site for use with Altera Nios II microcontroller, and any corrections or changes (if any) to the Licensed Software that Altera provides, in Altera’ sole discretion, to Licensee hereunder.

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“Altera Nios II microcontroller” means any microcontroller integrated circuit product designated as Nios II that is manufactured and marketed by Altera.

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## 9. TERMS AND TERMINATION

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 Altera's prior written approval, which approval shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns. In the event of an assignment or attempted assignment by Licensee without Altera's prior written approval, this Agreement shall immediately terminate.

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10.8 Licensee acknowledges that a breach of this Agreement may cause irreparable damage for which recovery of money damages would be inadequate, and that, in addition to any and all remedies available at law and equity, Altera shall be entitled to seek injunctive relief to protect its rights under this Agreement.

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.

**TO ACCEPT THIS AGREEMENT, PLEASE INSERT AN "X" IN THE BOX FOLLOWING "AGREED AND ACCEPTED":**

AGREED AND ACCEPTED ( )