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1. Definitions

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(b) "LICENSED IP" means design data and information related to LICENSOR's virtual design component (specified in Appendix 1 of this AGREEMENT) that is made available to LICENSEE subject to the terms of this AGREEMENT.

(c) "LICENSED SITE" – means a geographic location in which business is conducted, specified in details in Appendix 2, with a radius of no more than ten (10) kilometers.

(d) "INTEGRATED CIRCUITS" - mean physical Application Specific Integrated Circuit (the "ASIC") or programmed FPGA's. The INTEGRATED CIRCUITS can be freely distributed worldwide, directly by LICENSEE or indirectly by any channel selected by LICENSEE as standalone parts or part of LICENSEE products and programmed FPGA's.

(e) "LICENSED PROJECT" means a project using the LICENSED IP to create (i) a single FPGA bitstream or (ii) single ASIC Layout Masks (using one or more instances of the LICENSED IP) for use in one or more INTEGRATED CIRCUITS fully owned by LICENSEE. Derivative or follow-on project, with the exception of bug fixes to remedy errors in the LICENSED PROJECT, is a new LICENSED PROJECT as defined herein.

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(g) "DoCD^{TM} IP Core" – part of Digital Core Design's on-Chip Debugger, integrated with the LICENSED IP.

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(i) "LICENSE FEE" means applicable licensing fees stated in invoice drawn by LICENSOR and paid by LICENSEE.

(j) "SOURCE CODE" means set of plain text files written in VHDL or Verilog Hardware Description Languages. The SOURCE CODE is provided in a synthesizable form and may contain security features, which are not affecting the IP operations.

(k) "NETLIST" means the LICENSED IP in a format suitable for FPGA and/or CPLD projects, resulting from the processing of the SOURCE CODE.

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3.5 DoCD^{TM} IP Core is an integral part of the LICENSED IP and can be used in whole with the LICENSED IP only. Any modifications in DoCD^{TM} IP Core, its protocol or interface are prohibited. The DoCD^{TM} IP Core is provided for free and can be used with the LICENSOR's HAD2 connector only. Using any other connector/interface as replacement of HAD2 in connection with DoCD^{TM} IP Core is prohibited.

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8.1 LICENSOR represents that for a period of one (1) year from execution of this AGREEMENT by LICENSEE that the LICENSED IP will substantially conform to LICENSOR's published specifications for the LICENSED IP on the date of delivery. LICENSOR's sole liability and LICENSEE 's exclusive remedy with respect to breach of the foregoing limited representation will be limited to error correction, or replacement, or if neither is in LICENSOR's opinion commercially feasible, termination of this AGREEMENT and refund of LICENSE FEE received by LICENSOR from LICENSEE for the LICENSED IP.

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Except as otherwise expressly permitted in this AGREEMENT, LICENSEE will hold in confidence the LICENSED IP and all other information received hereunder from LICENSOR. LICENSEE agrees that the LICENSED IP and documentation furnished hereunder will be treated as proprietary trade secrets of LICENSOR, and LICENSEE will not make the LICENSED IP or the documentation available in any form to any person other than to its employees and to contractors located on its premises with a need to know subject to

restrictions no less stringent than those contained herein. LICENSEE represents to LICENSOR that it maintains a system of confidentiality consistent with semiconductor industry standards to protect its own confidential business information, including written agreements with employees, and that the LICENSED IP and documentation will be protected by such a system to the same extent. Sections 7, 10 and 11 shall survive any termination of this AGREEMENT.

11. Ownership

LICENSOR represents that it is the owner of the LICENSED IP and has good title free and clear of any claim, lien, or other encumbrance to the LICENSED IP and has the right to grant LICENSEE a license for its use.

12. Disclaimer of LICENSED IP Warranty

LICENSOR warrants that the LICENSED IP was independently developed and LICENSOR has the right to license and distribute the LICENSED IP to the LICENSEE as provided herein. LICENSOR also warrants and represents that the LICENSED IP does not infringe the copyright, trade secret, or to the LICENSOR's knowledge, any patent rights of a third party. LICENSOR does not warrant that the functions contained in the LICENSED IP will meet LICENSEE's requirements or operate in the combination that may be selected by the LICENSEE, that the operation of the LICENSED IP will be uninterrupted or error free. The agents, dealers, and employees of LICENSOR are not authorized to make any modifications to this warranty, or additional warranties binding on LICENSOR about or for this LICENSED IP.

The LICENSED IP does not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter software, firmware, or hardware or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the software in any manner.

13. Entire Agreement

This document is the entire agreement between LICENSEE and LICENSOR concerning the LICENSED IP.

14. Applicable Law, Language

Hereby Agreement shall be construed and take effect in accordance with Polish Law, excluding those conflict of law rules and choice of law principles which would otherwise apply, and shall be subject to the jurisdiction of the Polish Courts. Any dispute or difference of any kind whatsoever arising between the Parties in connection with this Agreement shall be sought solved by the court with its seat in Bytom, Poland. The ruling language of the AGREEMENT shall be the English Language.

15. General

(a) No action, regardless of form, arising out of this AGREEMENT may be brought by LICENSEE more than two years after the cause of action has arisen.

(b) If any provision of this AGREEMENT is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

(c) The LICENSEE may not assign or sub-license, without the prior written consent of LICENSOR, its rights, duties or obligations under this AGREEMENT to other person or entity, in whole or in part.

(d) The LICENSEE shall be obliged, without delay, to notify LICENSOR of any identified infringements of LICENSOR's right to the LICENSE.

(e) Each party shall have the right to collect from the other party its reasonable expenses incurred in enforcing this AGREEMENT excluding attorney's fees.

(f) The waiver or failure of LICENSOR to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

Appendix 1

LICENSED IP Description

The LICENSED IP is defined as: **DLIN - LIN Bus Controller** and contains:

- FPGA Netlist for Zynq 7000 technology
- Sample FPGA project and application
- Technical documentation:
  - ➢ HDL Core specification
  - ➢ Datasheet
- Technical support:
  - ➢ IP Core implementation support
  - ➢ 3 months of maintenance:
    - ▪ Delivery the IP Core updates, minor and major versions changes
    - ▪ Delivery the documentation updates
    - ▪ Phone & email support

Appendix 2

Licensed Site(s)

LICENSED SITE(S):
1. LICENSEE business address.

LICENSED SITE is defined as LICENSEE's office located in the same country as LICENSEE. LICENSED SITE(S) can be added by LICENSEE upon execution of ten percent (10%) of LICENSE FEE per each new LICENSED SITE as long as they are in accordance to this AGREEMENT. Either party cannot unreasonably withhold acceptance of modification to this appendix made by other party.

Appendix 3

LICENSED Projects

The number of LICENSED PROJECTs is defined as one (1) and project(s) is named as:
< **ZD Data Logger**>