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**SOFTWARE EVALUATION LICENSE AGREEMENT
FOR ACADEMIC RESEARCH PROJECT**

Software License Agreement No. User 0145

Effective Date: Jan. 5, 2017

Customer

Name: Department of Computer Science, Karlsruhe Institute of Technology

Street Address: Building 07.21, Haid-und-Neu-Str. 7

City/State/Zip: 76131 Karlsruhe, Germany

Telephone/Fax: +49 721 608 46050 / +49 721 608 43962.

This Software Evaluation License Agreement for Academic Use (the "Agreement") is entered into by and between ASIP Solutions, Inc. at 1-9-13 Midorigaoka, Toyonaka, Osaka, 560-0002 Japan ("ASIPS") and the entity identified above as "Customer", effective as of the date identified above as the "Effective Date". This Agreement sets forth the terms and conditions on which ASIPS will license to Customer certain software useful in designing and producing integrated circuits.

1. DEFINITIONS.

- 1.1** "Software" means the Effective Date release of ASIPS's software as specified on Exhibit A in object code form only.
- 1.2** "Documentation" means the manuals and other documents that ASIPS generally makes available with the Software to end-users.
- 1.3** "License Keys" means the software license keys and related information generated by ASIPS from time to time that authorize Customer members to use the Software on the Design Environment subject to the terms and conditions of this Agreement.
- 1.4** "Product" means the data which Customer produces as a result by using of the Software.

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2. LICENSES

2.1 License Grants.

- (a) Software License. The number of Software licenses and term of Software licenses granted pursuant to this Section 2.1(a) are indicated on Exhibit A. Subject to the terms and conditions of this Agreement, ASIPS grants to Customer a limited, nonexclusive, royalty-free, nontransferable license, under ASIPS's intellectual property rights in and to the Software, to:
- (i) use, perform and display the Software (in object code form only) on the Design Environment solely for Customer's internal evaluation purposes related to design and verification of integrated circuits, and for which Customer has acquired a license and received a License Key from ASIPS or its agents, and
 - (ii) reproduce a reasonable number of copies of the Software only for purposes of archival and backup.
- Each Software license granted pursuant to this Section 2.1(a) is granted solely to Customer for use by no more than one (1) Customer member at any one time.
- (b) Documentation License. Subject to the terms and condition of this Agreement, ASIPS grants to Customer a limited, nonexclusive, royalty-free, nontransferable license, under ASIPS's intellectual property rights in and to the Documentation, to use, perform and display the Documentation solely to the extent that the Documentation is to be used in connection with the Software pursuant to Section 2.1(a) above.

- 2.2 License Restrictions. As a condition to the licenses granted in Section 2.1 above, Customer shall not (and shall not allow any third party) to:
- (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, or disclose any of the foregoing, except to the extent such restriction is expressly prohibited by applicable law;
 - (ii) sell, lease, lend, license, sublicense or use the Software or Documentation for timesharing, service bureau or similar purposes;
 - (iii) modify, incorporate into or with other software, or create a derivative work of any part of the Software or Documentation;
 - (iv) allow access to the Software or Documentation from locations other than the Software Location;
 - (v) attempt to circumvent any limits on the number of nodes or concurrent users, other restrictions on use that are built in to or included with the Software;
 - (vi) disclose the results of any benchmarking of the Software, or use such results for its own competing software development activities, without the prior written permission of ASIPS;
 - (vii) provide the Product to any third party without the prior written permission of ASIPS; or
 - (viii) use the Product for commercial purpose.

- 2.3 Ownership. The license in this Agreement is not a sale of the Software or Documentation, or any copy thereof. Except for the licenses expressly granted by ASIPS to Customer pursuant to Section 2.1, ASIPS retain all rights, title, and interest in and to the Software and Documentation

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(and any copies thereof), including any intellectual property rights therein. ASIPS retain copy right in the Product. Customer shall not remove any trademark, copyright or other proprietary notices from any part of the Software or Documentation and shall reproduce such notices on any copies of such materials made by Customer pursuant to the terms of this Agreement.

2.4 Evaluation Feedback. Customer shall provide feedback related to the performance and usability of the Software. Such feedback shall include the usability of the Software, bug reports, test results, problems or deficiencies encountered by Customer while using the Software, suggested solutions to such problems or deficiencies, and recommended action for modification of the Software. The feedback shall be provided to ASIPS by e-mail sales@asip-solutions.com. The parties agree that all oral or written feedback provided by Customer to ASIPS shall be considered the property of ASIPS, may be used by ASIPS for any purpose, and Customer shall keep all feedback confidential pursuant to Section 5 below. Customer may disclose the results by using of the Software or the Product in Customer's research paper with ASIPS's prior written consent, provided that Customer shall cite the name of the Software in the paper and provide feedback including the bibliographical items of the paper.

3. DISCLAIMER

ASIPS MAKE NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ASIPS SPECIFICALLY DISCLAIM ANY STATUTORY WARRANTY AGAINST INFRINGEMENT, AND ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASIPS DO NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER MAY SELECT OR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED.

4. LIMITATION OF LIABILITY

IN NO EVENT SHALL ASIPS HAVE ANY LIABILITY FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF

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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS ON LIABILITY APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

5. CONFIDENTIAL INFORMATION

5.1 Definition. “Confidential Information” means any information disclosed by ASIPS to Customer, either directly or indirectly in writing, orally, by inspection of tangible objects, including without limitation this Agreement and all its Exhibits, any addenda hereto signed by both parties, all Software listings, documentation, information, data, drawings, benchmark tests, specifications, trade secrets, source code or algorithms relating to the Software. Confidential Information may also include information disclosed to ASIPS by third parties. Confidential Information shall not, however, include any information which Customer can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Customer by ASIPS; (ii) becomes publicly known and made generally available after disclosure to Customer by ASIPS through no action or inaction of Customer; or (iii) is in the possession of Customer, without confidentiality restrictions, at the time of disclosure by ASIPS as shown by Customer’s files and records immediately prior to the time of disclosure.

5.2 Obligations. Customer acknowledges that the Confidential Information constitutes valuable trade secrets. Customer shall not use any Confidential Information for any purpose other than as expressly permitted under this Agreement. Customer will not disclose Confidential Information or permit Confidential Information to be disclosed, directly or indirectly, to any third party without ASIPS’s prior written consent. Customer shall not disclose Confidential Information to its members, except on a “need to know” basis where such disclosure is necessary and required for Customer to perform its obligations hereunder. Customer will exercise the same degree of care in protecting Confidential Information from unauthorized use and disclosure as it exercises in protecting its own information of a similar nature, but in no event less than reasonable care.

5.3 Remedies. Customer agrees that any violation or threatened violation of this Section 5 will cause irreparable injury to ASIPS, entitling ASIPS to obtain injunctive relief in addition to all other legal remedies.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective as of the Effective Date and continue until termination or expiration of all licenses granted pursuant to Section 2.1(a).

6.2 Termination. In the event of a material breach of any obligation hereunder by either party, the non-breaching party may terminate this Agreement by giving thirty (30) days prior written

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notice to the breaching party; provided, however, that with respect to breaches capable of cure, this Agreement shall not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. ASIPS may terminate this Agreement immediately if Customer: (i) institutes insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (ii) has such proceedings instituted against it, which are not dismissed or otherwise resolved in its favor within sixty (60) days of notice of such proceeding, (iii) makes a general assignment for the benefit of creditors, or (iv) dissolves or ceases to conduct the study in the ordinary course. ASIPS may terminate this Agreement immediately upon the enactment of any law, decree or regulation which would impair or restrict (x) the right of ASIPS to terminate or elect not to renew this Agreement as herein provided, (y) ASIPS's right, title or interest in the Software or Documentation, or the intellectual property rights therein.

6.3 Effect of Termination. Within ten (10) days after the effective date of termination or expiration of this Agreement, Customer shall (i) at ASIPS's option, return or destroy the Software and Documentation, and all copies thereof, in whole or in part, and any other Confidential Information in Customer's possession, and (ii) furnish ASIPS with a certificate signed by a responsible official of Customer verifying that the same has been done. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination shall survive, and the following provisions shall survive: Sections 1, 2.2, 2.3, 3, 4, 5, 6.2, 6.4, and 7. All other rights and licenses granted hereunder will cease upon expiration or termination.

6.4 Limitation of Liability upon Termination. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of ASIPS or Customer. Termination shall not, however, relieve either party of obligations incurred prior to the termination.

7. MISCELLANEOUS PROVISIONS

7.1 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without negligence of, the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, Internet outages, acts of war, floods, earthquakes, fires and explosions, but the inability to meet financial obligations is expressly excluded.

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- 7.2 Notices.** Any notice required or permitted under the terms of this Agreement, or required by law, must be in writing and delivered by one of the following methods, and will be effective as of the time indicated: (a) one day after delivery in person; (b) five (5) days after sending by first class registered mail, return receipt requested, or air mail, as appropriate; (c) two (2) days after being sent by overnight air courier; or (d) three (3) hours after being sent by facsimile, provided that a printed version is sent via another authorized method within twenty-four (24) hours. In each case the notice must be properly posted, fully prepaid, and sent to the appropriate address set forth on the first page of this Agreement in order to be effective. Either party may change its address for notice by notice to the other party given in accordance with this Section.
- 7.3 Export of Software.** Customer may not export or re-export the Software without the prior written consent of ASIPS and without the appropriate Japanese and foreign government licenses.
- 7.4 Scope of Agreement.** This Agreement is the entire agreement between Customer and ASIPS with respect to the subject matter of this Agreement, and supersedes any previous oral or written communications or documents, and may not be amended or modified, except in a written document signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect. Failure to prosecute a party's rights with respect to a default hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach.
- 7.5 Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 7.6 Compliance with Applicable Laws.** Customer shall (i) comply with all legislation, rules, regulations or other laws governing this Agreement, and (ii) advise ASIPS of any legislation, rule, regulation or other law (including but not limited to any customs, tax, trade, intellectual property or tariff law) which is in effect or which may come into effect in a territory in which Customer uses or intends to use the Software after the Effective Date of this Agreement and which affects the importation of the Software into, or the use and the protection of the Software and the intellectual property rights therein, such territory, or which has a material effect on any provision of this Agreement.

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7.7 Governing Law. This Agreement is governed by the laws of Japan, without regard for conflict of law provisions. Any dispute arising out of this Agreement will be subject to the exclusive venue of the district court in Japan.

7.8 Execution in Counterparts and By Facsimile. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized representatives on the dates set forth below.

ASIP Solutions, Inc. ("ASIPS")

"Customer"

Signature: _____



Print Name: Masaharu Imai

Title: Representative Director and CTO

Date: January 5, 2017

Signature: _____



Print Name: _____

Jörg Henkel

Title: _____

Prop.

Date: _____

1/13/2017

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EXHIBIT A
TO SOFTWARE EVALUATION LICENSE AGREEMENT
(Software License Agreement No. User 0145)

Name of Software:	ASIP Meister Std Ver.2.3.0
Location of Design Environment:	Department of Computer Science, Karlsruhe Institute of Technology
MAC Address of License Server:	00:30:49:F2:A1:5E
Number of Licenses:	16
License Fee:	Free of charge
License Term:	Jan. 1, 2017 – Dec. 31, 2019

Customer may not change the Location of Design Environment without the prior written approval of ASIPS which approval is subject to the terms and conditions of this Agreement.

Accepted and Agreed:

ASIP Solutions, Inc. ("ASIPS")

"Customer"

Signature: _____

Signature: _____

Print Name: Masaharu Imai

Print Name: _____

Title: Representative Director and CTO

Title: _____

Date: Dec. 31, 2016

Date: _____