

XILINX, INC.

CORE EVALUATION LICENSE AGREEMENT

THIS CORE EVALUATION LICENSE AGREEMENT is entered into effective as of _____, 200__ (the "Effective Date") between _____, with an office at _____ as licensee ("Licensee"), and Xilinx, Inc., with an office at 2100 Logic Drive, San Jose, CA 95124 ("Xilinx").

1. Definitions

(a) "Cores" means the design data, in object or source code form, comprising Xilinx's virtual design components.

(b) "Intellectual Property Rights" means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, and, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

(c) "Licensed Site" means a geographic location in which Licensee conducts business, with a radius of no more than five (5) miles, as set forth in Exhibit A.

(d) "Licensed Materials" means all or any portion of the Cores, together with any design data, documentation, models and/or other materials that Xilinx may furnish to Licensee in connection with this Agreement, as set forth in Exhibit A.

(e) "Licensed Products" means any integrated circuits manufactured by Xilinx that are programmed with a bitstream generated by use of the Licensed Materials.

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3. **Restrictions.** Evaluator may make one (1) object code copy of the Cores solely for backup purposes. Evaluator shall not (i) modify, copy, create derivatives, or translate the Licensed Materials, (ii) merge any portion of the Cores with any other program, (iii) reverse-engineer, decompile, disassemble or otherwise modify the Cores or any components thereof, (iv) transfer, lease, or sublicense the Licensed Materials, (v) remove any proprietary notices from the Licensed Materials, or (vi) publish or disclose the results of any benchmarking of the Licensed Materials, or use such results for competing software development activities, without the prior written permission of Xilinx. Use of the Licensed Materials for the manufacture of devices is prohibited without a separate written agreement with Xilinx for such use. Except as expressly set forth in this Agreement, Xilinx reserves all intellectual property rights in and to the Licensed Materials and any copies thereof.

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IN WITNESS WHEREOF, the parties have executed this Core Evaluation License Agreement as of the Effective Date by their duly authorized representatives.

LICENSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Licensed Site: _____

Customer Contact:
 Name: _____
 Email: _____
 Phone: _____

Delivery Method: _____

Licensed Materials:

CORE (Name and Part Number)	Description	Evaluation Period (from/to date)	

*Unless otherwise provided, the Evaluation Period for cores shall be twelve (12) weeks from the date of shipment by Xilinx to Licensee.

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