

Licensee: _____

Licensee address: _____

Licensee's authorized representative: _____

Effective Date: _____

Authorized Site: _____

**XILINX, INC.
CORE LICENSE AGREEMENT**

CAREFULLY READ THIS CORE LICENSE AGREEMENT (“**AGREEMENT**”). BY CLICKING THE “ACCEPT” OR “AGREE” BUTTON, OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING OR USING THE LICENSED MATERIALS (DEFINED BELOW), YOU AGREE ON BEHALF OF LICENSEE TO BE BOUND BY THIS AGREEMENT. “**LICENSEE**” MEANS THE CORPORATION OR OTHER LEGAL ENTITY (IDENTIFIED ABOVE) TO WHICH XILINX, INC., A DELAWARE CORPORATION WITH AN OFFICE AT 2100 LOGIC DRIVE, SAN JOSE, CA 95124 (“**XILINX**”) HAS ISSUED THE LICENSE DESCRIBED HEREIN. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE “ACCEPT” OR “AGREE” BUTTON, AND DO NOT ACCESS, DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS, AND IF LICENSEE HAS ALREADY OBTAINED THE LICENSED MATERIALS FROM AN AUTHORIZED SOURCE, PROMPTLY RETURN THE LICENSED MATERIALS FOR A REFUND. AS USED HEREIN, THE “**EFFECTIVE DATE**” MEANS THE DATE ON WHICH LICENSEE CLICKS THE “ACCEPT” OR “AGREE” BUTTON (IDENTIFIED ABOVE) OR OTHERWISE ACCESSES, DOWNLOADS, INSTALLS OR USES THE LICENSED MATERIALS, WHICHEVER OCCURS FIRST.

The parties agree as follows:

1. **Product Exhibit; Order of Precedence.** This Agreement incorporates Exhibit A below (the “**Product Exhibit**”). The Product Exhibit shall identify any terms or conditions that are applicable to the Licensed Materials described therein that are additional to or different from Sections 1 through 12 of this Core License Agreement, and in such case the terms and conditions of the Product Exhibit shall supersede any conflicting provisions of this Core License Agreement solely for such Licensed Materials. The terms or conditions of any purchase order or other document issued by Licensee in connection with this Agreement shall be deemed invalid and have no force or effect to add to or modify this Agreement.

2. **Definitions**

“**Authorized Site**” means a single geographic location in which Licensee conducts business, with a radius of no more than five (5) miles, which location is identified above.

“**Error**” means a repeatable failure of the Licensed Materials to substantially conform to its specifications as published by Xilinx.

“**Licensed Materials**” means the Xilinx design files (also referred to as a “core”) and documentation, as further described in the Product Exhibit.

“**Xilinx Device**” means a programmable logic device, including a field programmable gate array (FPGA) device or complex programmable logic device (CPLD), manufactured and marketed by or for Xilinx.

3. **License Grants.** Subject to the terms and conditions of this Agreement, Xilinx hereby grants Licensee the following nonexclusive, nontransferable licenses:

3.1 **Use Rights:** Licensee may internally reproduce and use the Licensed Materials for the sole purpose of creating designs that are programmed into a Xilinx Device; and

3.2 **Distribution Rights:** Licensee may reproduce and distribute the Licensed Materials, solely in binary form for use to program a Xilinx Device that operates in Licensee's system-level hardware products.

4. **Restrictions.**

4.1 Licensee shall not use the Licensed Materials for any purpose other than in compliance with Section 3.1 (Use Rights), or allow use by any person outside the Authorized Site other than in compliance with Section 3.2 (Distribution Rights).

4.2 Licensee shall not reproduce the Licensed Materials other than to the extent necessary for its authorized use or distribution of the Licensed Materials (per Section 3 above), and for archival and back-up purposes, provided always that Licensee will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appeared on the original.

4.3 Licensee shall not distribute or provide Licensed Materials to a third party, other than in compliance with Section 3.2 (Distribution Rights).

4.4 Licensee shall not publish or disclose the results of any benchmarking of the Licensed Materials, or use such results for its own competing development activities.

4.5 Licensee shall not decrypt, decompile, reverse-engineer, disassemble, or otherwise reduce to a human-perceivable form, the Licensed Materials.

4.6 Licensee shall not modify or alter the Licensed Materials.

4.7 Licensee shall not hypothecate, rent, lease, loan, lend, time-share, sublicense or otherwise transfer the Licensed Materials.

5. **Payment; Taxes.**

5.1 **Payment.** Xilinx may invoice Licensee for the license fee identified by Xilinx to Licensee in connection with this Agreement. Licensee shall pay Xilinx' invoices in full thirty (30) days after the invoice date, without any deduction, counterclaim or offset. Overdue amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month, or at the highest legal interest rate, if less. Notwithstanding the foregoing, Xilinx may require pre-payment or other security, depending on Xilinx' credit review or Licensee's payment history or changes in financial condition. If Licensee's procedures require that an invoice be submitted against a purchase order before payment can be made, Licensee will be responsible for issuing such purchase order thirty (30) days before the payment due date. In cases where license fees have been pre-paid under a Xilinx Productivity Advantage (XPA) or similar arrangement, the outstanding budget available to Licensee will be reduced by the amount of the license fee.

5.2 **Transfer Taxes.** The amounts payable to Xilinx pursuant to this Agreement are exclusive of any sales or use or other taxes or governmental charges. Licensee shall be responsible for payment of all such taxes or charges, except for any taxes based solely on Xilinx' net income. If applicable, Licensee will provide Xilinx with valid certification of any exemption from tax or reduced rate of tax imposed by any applicable taxing authority at the time of order.

5.3 **Withholding Taxes.** If Licensee is required by applicable law to apply withholding taxes, Licensee shall provide Xilinx with advance notification of the requirement to apply such taxes and shall take all allowable actions requested by Xilinx that will reduce the withholding tax liability regarding transactions under this Agreement, including, but not limited to, applying on its own or on Xilinx' behalf for reduced withholding rates, concessionary tax rates or other favorable tax treatment. Licensee shall comply with applicable tax laws and regulations at its sole expense. Licensee will assist Xilinx' efforts to obtain allowable tax credits or deductions for withholding taxes by providing to Xilinx, in a form acceptable to Licensee, original or certified copies of tax payments receipts or other evidence of payment of taxes withheld by Licensee regarding payments made under this Agreement.

6. **Ownership.** Licensee acknowledges and agrees that all intellectual property and industrial rights in and to the Licensed Materials and all copies thereof are and will remain the sole property of Xilinx, or its licensors (if any). Nothing contained in this Agreement will be construed as conferring by implication,

estoppel or otherwise upon Licensee any license or other right except the licenses and rights expressly granted to Licensee in Section 3 (License Grants). Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to Xilinx from third parties and that such third parties are intended third-party beneficiaries of the provisions of this Agreement. The Licensed Materials are protected by laws and international treaty provisions covering intellectual property and industrial rights.

7. **Confidentiality.** Except as otherwise expressly permitted in Section 3 (License Grants), Licensee shall (a) maintain the confidentiality of the Licensed Materials as the proprietary trade secrets of Xilinx; and (b) not make the Licensed Materials available in any form to any person other than to its employees who are working at the Authorized Site, who have a genuine “need to know” for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of Xilinx (and its licensors, if any) than those contained herein. Licensee represents to Xilinx that it maintains a system of confidentiality consistent with commonly accepted practices in the semiconductor industry to protect its own confidential business information, including written agreements with employees, and that the Licensed Materials will be protected by such a system to the same extent, but in no event with less than reasonable care. Licensee agrees that a breach of this Agreement may result in irreparable and continuing damage to Xilinx for which there may be no adequate remedy at law, and Xilinx shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief (including monetary damages) as may be proper.

8. **Limited Warranty.** Xilinx warrants that if Licensee reports an Error to Xilinx in writing within a period of one (1) year from the Effective Date (the “Warranty Period”), then Xilinx shall correct or provide a workaround for the Error or replace the Licensed Materials with substantially similar materials without such Error, or if neither is in the opinion of Xilinx commercially feasible, then Xilinx may terminate the license granted to Licensee for such Licensed Materials and refund the license fee received by Xilinx for such Licensed Materials. The foregoing describes the sole liability of Xilinx and the exclusive remedy of Licensee with respect to any breach of the foregoing limited warranty.

9. **Disclaimers.**

9.1 EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 8 (LIMITED WARRANTY), THE LICENSED MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. XILINX DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. XILINX DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE’S REQUIREMENTS, THAT THE LICENSED MATERIALS WILL OPERATE PROPERLY IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS ARE CAPABLE OF BEING CORRECTED.

9.2 LICENSEE ACKNOWLEDGES THAT USE OF THE LICENSED MATERIALS IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

9.3 THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED TO BE FAIL-SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN LIFE-SUPPORT OR SAFETY DEVICES OR SYSTEMS, CLASS III MEDICAL DEVICES, NUCLEAR FACILITIES, APPLICATIONS RELATED TO THE DEPLOYMENT OF AIRBAGS, OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, “CRITICAL APPLICATIONS”). FURTHERMORE, THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATIONS THAT AFFECT CONTROL OF A VEHICLE OR AIRCRAFT, UNLESS THERE IS A FAIL-SAFE OR REDUNDANCY FEATURE (WHICH DOES NOT INCLUDE USE OF SOFTWARE IN THE XILINX DEVICE TO IMPLEMENT THE REDUNDANCY) AND A WARNING SIGNAL UPON FAILURE TO THE OPERATOR.

LICENSEE AGREES, PRIOR TO USING OR DISTRIBUTING ANY SYSTEMS THAT INCORPORATE THE LICENSED MATERIALS, TO THOROUGHLY TEST THE SAME FOR SAFETY PURPOSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF THE LICENSED MATERIALS IN CRITICAL APPLICATIONS.

10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL XILINX OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE LICENSED MATERIALS, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (2) IN NO EVENT SHALL THE ENTIRE LIABILITY OF XILINX OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY XILINX FROM LICENSEE FOR THE APPLICABLE LICENSED MATERIALS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY; (3) THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF XILINX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (4) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

11. **Term and Termination.**

11.1 **Term.** This Agreement will commence upon the Effective Date and will remain effective until terminated in accordance with this Section 11.

11.2 **Termination by Licensee.** Licensee may terminate this Agreement at any time for any or no reason by destroying the Licensed Materials and all copies and derivative works, and providing notice to Xilinx of same. Licensee may also terminate this Agreement for material breach by Xilinx, provided that Licensee has given written notice to Xilinx of such breach and Xilinx fails to cure such breach within thirty (30) days thereof.

11.3 **Termination by Xilinx.** Xilinx may terminate this Agreement for material breach by Licensee, provided that Xilinx has given written notice to Licensee of such breach and Licensee fails to cure such breach within thirty (30) days thereof; provided, however, in the event of a breach of confidentiality under Section 7 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to Xilinx, then Xilinx may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

11.4 **Effects of Termination.** Upon termination of this Agreement the licenses and rights granted by Xilinx hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies and derivative works, and all related documentation and certify such destruction in writing to Xilinx. In addition to any outstanding payment obligations of Licensee, each party's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Sections 6 (Ownership); 7 (Confidentiality); 9 (Disclaimers); 10 (Limitation of Liability), 11.4 (Effects of Termination); and 12 (General).

12. **General.**

12.1 **Governmental Use.** The Licensed Materials are comprised of commercial computer software developed exclusively at the expense of Xilinx. Accordingly, pursuant to the U.S. government's Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement (DFARS) Section 227.7202, use, duplication and disclosure of the Licensed Materials by or for the U.S. government is subject to the restrictions set forth in this Agreement. Manufacturer is Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124.

12.2 **Export Compliance.** Licensee shall adhere to all applicable import and export laws and regulations of Licensee's country and of the United States, without limitation. This Agreement may

involve items and information that are subject to the U.S. government's International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). The importer/exporter of record shall not export, reexport, resell, transfer, or disclose, directly or indirectly, any products or technical data, to any proscribed person, entity, or country, or foreign persons thereof, unless properly authorized by the U.S. government and/or any other applicable or relevant government or regulatory body.

12.3 **Governing Law.** This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles.

12.4 **Assignment.** Licensee shall not assign this Agreement or transfer any of the rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Xilinx. Any merger, acquisition, reorganization, change of control, or the like, involving Licensee shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of Xilinx and its successors and assigns, and will be binding on Licensee's permitted assignees.

12.5 **Allocation of Risk.** Licensee acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this Agreement.

12.6 **Waiver; Amendment.** No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or modification or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

12.7 **Severability.** If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid, illegal or unenforceable, then such provision shall be enforced to the maximum extent permissible to carry out the intent of the parties, otherwise stricken, and the remainder of this Agreement shall continue in full force and effect.

12.8 **Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile transmission, upon acknowledgment of receipt of electronic transmission, provided that notice is also provided by one of the other methods herein within five (5) days thereafter; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above, or to such other address as either party may specify in writing. Notices to Xilinx shall be addressed to the attention of: Xilinx, Inc., Attn: General Counsel, Legal Department, 2100 Logic Drive, San Jose, CA 95124.

12.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Licensed Materials, and supersedes all prior or contemporaneous discussions, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by Licensee shall be binding on Xilinx unless expressly agreed to in writing and signed by Xilinx.

12.10 **Interpretation.** By clicking to "accept" or "agree" to this Agreement, Licensee acknowledges and agrees that it has read and understood this Agreement, has had an opportunity to discuss this Agreement with its legal and other advisors, and agrees to be bound by the terms and conditions of this Agreement. This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

EXHIBIT A – PRODUCT EXHIBIT

Licensed Materials:

Xilinx Part Number: [auto-filled field]

Product Name/Description: [auto-filled field]

[if applicable, auto-filled field for any “special” terms, including heading to introduce same]

Support:

For one year from the date of order entry, Xilinx will provide, free of additional charge, the following support services for the Licensed Materials listed above: (1) on-line access to Xilinx support personnel for reasonable assistance to Licensee’s engineers regarding difficulties that may be commonly encountered with installing, configuring and operating a core, as reported to Xilinx in the form of a WebCase on Xilinx’ technical support website; (2) on-line access to Xilinx support personnel to assist Licensee’s engineers with resolution of or workarounds to Errors, as reported to Xilinx in the form of a WebCase on Xilinx’ technical support website; and (3) on-line access to Error corrections and other updates to a core that Xilinx makes freely available to all currently supported licensees of such core.