



(l) “Affiliate” means in relation to a party, any legal entity or other business organization anywhere in the world that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, that party.

(m) “Product” means a product that is made by or under license or authorisation from licensee and/or its Affiliates.

## **2. License to the IP-Core:**

2.1 Subject to the terms and conditions of this Agreement (including but not limited to the licensee’s payment of any license fees that may be required by Cobham Gaisler under Section 5), Cobham Gaisler grants to the licensee and its Affiliates a non-exclusive, perpetual, worldwide, non transferable license to use and continue to use the IP-Core as specified in paragraph 2.2. Cobham Gaisler retain all rights with respect to the IP-Core, including any copyright, patent, and other proprietary rights, not expressly granted herein.

2.2A. The licensee and its Affiliates may use the IP-Core for Instantiation into one specific Targeted Device (the Designated Targeted Device) and for that purpose are licensed to:

(a) use, copy, modify, and disseminate within Licensee the Documentation and IP-Core for the purposes of designing and integrating the IP-Core into the Designated Targeted Device and testing such IP-Cores;

(b) sublicense any of the rights set out in paragraph (a) above in, and distribute, the Documentation and IP-Core to Contractors pursuant the written approval of the licensor; which approval will not be unreasonably withheld.

2.2B. Once the IP-Core has been Instantiated into the Designated Targeted Device the licensee and its Affiliates may, and for that purpose are licensed to:

(a) (i) manufacture and authorise the manufacture of the Designated Targeted Devices; and

(ii) subject to royalty as specified in Attachment A distribute, sell, and/or otherwise market to any third party products into which the Designated Targeted Devices are integrated; and,

(iii) subject to royalty as specified in Attachment A, distribute, sell, and/or otherwise market to any third party Designated Targeted Devices; and,

(b) sublicense their right to:

(i) manufacture and authorise the manufacture of the Designated Targeted Devices; and

(ii) subject to royalty as specified in Attachment A distribute, sell, and/or otherwise market to any third party products into which the Designated Targeted Devices are integrated; and,

(iii) subject to royalty as specified in Attachment A, distribute, sell, and/or otherwise market to any third party Designated Targeted Devices.

2.3 This licence may be extended by Licensee or its Affiliates to cover an additional Instantiation of the IP Core upon payment of an additional licence fee for that additional Instantiation, provided that payment occurs within 2 years from the date of this agreement.

For the avoidance of doubt, an Instantiation into a Targeted Device which is the same (i.e. not a different design or function) as the Designated Targeted Device in which the IP Core was instantiated, including fixes, is not an additional Instantiation.

2.4 After an Instantiation the licensee shall provide Cobham Gaisler with an identification of the relevant Targeted Device.

2.5 Any copies of the IP-Core made by or for the licensee shall include all intellectual property notices, including copyright and proprietary rights notices, appearing on such IP-Core. Any copy or portion of the IP-Core will continue to be subject to the terms and conditions of this Agreement.

### **3. License Restrictions:**

NEITHER THE LICENSEE NOR ITS AFFILIATES MAY USE THE IP-CORE OR SUBLICENSE OR TRANSFER THE IP-CORE OR RIGHTS WITH RESPECT THERETO EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

### **4. Term:**

This Agreement is effective until terminated. The licensee may terminate it at any time by destroying the IP-Core together with all copies and portions thereof in any form (including any portions merged into a design or Licensed Product). It will also terminate upon conditions set forth elsewhere in this Agreement. If the licensee fails to comply with any material term of Section 2 above or section 5 below, this Agreement shall immediately terminate. Upon any termination of this Agreement, the license and rights under this Agreement shall terminate, and the licensee must destroy the IP-Core, including all copies and portions thereof in any form (including any portions thereof merged into a design or product other than products that have been or are in the process of being manufactured), and certify the same to Cobham Gaisler upon request. In no event may any portions of the IP-Core be used in development after termination. In the event of termination for any reason, the rights, obligations, and restrictions under Sections 1, 3, 7, 8, 9 and 11 shall survive termination of this Agreement. Termination will not effect any license relating to any IP Core properly Instantiated and distributed by licensee, not in violation of Section 2 above, prior to termination.

### **5. Payment:**

In consideration of the license, royalty and other rights granted under this Agreement, the licensee shall pay the license and royalty fee specified in *Attachment A* for the IP-Core. Payment of the license fee shall be made directly to Cobham Gaisler, the license fee will be invoiced at signature of this agreement. Payment of the royalty fee shall be done every six months; the fee shall be based on the number of produced targeted devices each six months period. Payment terms is 30 day net. Each party shall pay all its respective taxes and duties associated with this Agreement. If the licensee is receiving an update or a patch for the IP-Core, the licensee may not be required to pay a license fee.

### **6. Maintenance and Support:**

6.1 For a period of one (1) year after the date that Cobham Gaisler first ships the license file for the IP-Core to the licensee, Cobham Gaisler shall provide the licensee with fixes and

other updates to the IP-Core that Cobham Gaisler chooses to make generally available to its customers without a separate charge.

6.2 The licensee may extend the Maintenance and Support services described in paragraph 6.1 upon the payment of a separate subscription fee to Cobham Gaisler.

**7. Limited Warranty:**

COBHAM GAISLER REPRESENTS AND WARRANTS THAT THE IP-CORE WILL CONFORM TO THE SPECIFICATION FOR PERIOD OF FIVE (5) YEARS, EXCEPT TO THE EXTENT THAT IT IS MODIFIED BY LICENSEE, AND EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES PROVIDED, AND COBHAM GAISLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. Confidential Information:**

Any Confidential Information received by a Party shall be retained in confidence and shall be used, disclosed, and copied solely for the purposes of, and in accordance with, this Agreement. The receiving Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, disclosure, or publication of the Confidential Information. No Party shall be bound by obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, that:

- (a) was lawfully known or received by the receiving Party prior to disclosure, as evidenced by its business records;
- (b) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement;
- (c) was disclosed to the receiving Party by a third party, provided such third party, or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information;
- (d) is independently developed by the receiving Party, as evidenced by its business records; or
- (e) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, subject to the receiving Party using reasonable efforts to provide prior notice to the disclosing Party to permit it to seek protective or other court orders.

**9. Representation:**

Each Party represents that it has the right to enter into this Agreement and to perform its obligations hereunder.

**10. Limitation of Liability:**

10.1 In no event shall the aggregate liability of either party relating to this Agreement or the subject matter hereof under any legal theory (whether in tort, contract or otherwise), including but not limited to any liability for any loss or damages directly or indirectly suffered by the licensee relating to the IP-Core, exceed the aggregate amount of the license fees paid by the licensee under this Agreement.

10.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE (a) FOR ANY LOST

PROFITS, LOST REVENUE OR LOST BUSINESS, (b) FOR ANY LOSS OF OR DAMAGES TO OTHER SOFTWARE OR DATA, OR (c) FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO THE DELIVERY, USE, SUPPORT, OPERATION OR FAILURE OF THE IP-CORE, EVEN IF COBHAM GAISLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

## **11. General:**

11.1 The licensee may not sublicense, assign, or transfer this license, or disclose any trade secrets embodied in the IP-Core, except as expressly provided in this Agreement. Any attempt to sublicense, assign, or otherwise transfer without prior written approval of the other party any of the rights, duties, or obligations hereunder is void.

11.2 If the licensee has any questions concerning this Agreement, including software maintenance, the licensee should contact Cobham Gaisler.

11.3 It is expressly agreed that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of England. Any dispute or claim arising out of or relating to this Agreement shall be settled in accordance with the rules of the arbitration institute of the London Court of Arbitration.

11.4 Cobham Gaisler may use Licensee's name and may disclose that Licensee is a licensee of Cobham Gaisler products or services in Cobham Gaisler advertising, press, promotion and similar public disclosures with respect to the Software and professional services; provided, however, that such advertising, promotions or similar public disclosures shall not indicate that Licensee in any way endorses any Cobham Gaisler products, without prior written permission from Licensee.

11.5 No amendment to this Agreement shall be effective unless it is in writing signed by a duly authorized representative of both Parties. The waiver of any breach or default shall not constitute a waiver of any other right hereunder.

11.6 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be legally ineffective or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the validity of the remaining provisions shall not be affected.

11.7 The article headings throughout this Agreement are for reference purposes only and the words contained therein shall not be construed as a substantial part of this Agreement and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.8 BY USING THE IP-CORE, THE LICENSEE ACKNOWLEDGES THAT THE LICENSEE AND COBHAM GAISLER HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE LICENSEE AND COBHAM GAISLER FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND COBHAM GAISLER, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS

Confidential

IP-Core License Agreement

Cobham Gaisler AB

BETWEEN THE LICENSEE AND COBHAM GAISLER RELATING TO THE  
SUBJECT MATTER OF THIS AGREEMENT.

Cobham Gaisler AB

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

**Attachment A, IP-Core License Purchase Agreement**

This IP-Core License Purchase Agreement is made and entered into as of \_\_\_\_\_, (the “Effective Date”) by and between Cobham Gaisler AB (“Licensor”) and \_\_\_\_\_ (“Licensee”) and shall be an Addendum to the IP-Core License Agreement between the Parties (the “IP-Core License”) to provide for the purchase of a license for the IP-Core referenced below.

1.0 This Addendum constitutes an IP-Core License Purchase Agreement referred to in Sections 5 of the IP-Core License.

2.0 The description of the deliverable items is shown in items 1.1 and 2.1 in the table below.

3.0 The fees payable by Licensee for the license granted under Section 2 of the IP-Core License for such IP-Core and the maintenance and support granted under Section 6 of the IP-Core License for such license are shown as item 3.1 in the table below.

4.0 The royalty fee payable by Licensee is shown as item 4.1 in the table below.

Item	Description	Comment/Price
1.1	LEON3/GRLIB	Source Codet
2.1	Documentation and test benches	
3.1	License Fee	
4.1	Royalty fee	

**Cobham Gaisler AB**

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE: