

Helion GmbH
Evaluation IP Core License Agreement

This Evaluation IP Core License Agreement (“Agreement”) is entered into between Helion GmbH a company with principal office at Keniastrasse 12, 47269 Duisburg, Germany (“Helion”), and _____ (company name),
a _____ (jurisdiction) corporation with offices _____
at _____ (address) (“Licensee”).

Whereas Helion has developed and/or licensed from third parties intellectual property cores and reference designs for use with programmable logic devices, and

Whereas, Licensee desires to obtain an evaluation license for certain Helion intellectual property,

Now, therefore, in consideration of the promises contained herein, Helion and Licensee hereby agree as follows:

1. Definitions.

- 1.1 “IP Core” means the Helion Intellectual Property Core product made available to Licensee by Helion under the terms of this Agreement and identified in Exhibit A.
- 1.2 “IP Device” means a programmable logic device, including a field programmable gate array (FPGA) or complex programmable logic device (CPLD) or a processor, developed, designed or manufactured by or for Helion IP.
- 1.3 “Licensee” means the individual, corporation or other legal entity, who is obtaining the IP Core under the terms of this Agreement.
- 1.4 “Object Code” means the form of the IP Core in bitstream, encrypted net list, or other non-human readable device programming file format.
- 1.5 “Third Party Contractor” means a contractor or consultant who is under written agreement with Licensee to provide design, testing, or other services to Licensee.

2. License.

- 2.1 License Grant. Helion grants to Licensee a non-exclusive, non-transferable, revocable right to use the IP Core in Object Code form for the sole purpose of evaluating the IP Core for possible use in IP Devices. Licensee may use the IP Core to create programming files for use with IP Devices and may otherwise evaluate the IP Core and its functionality as part of Licensee products, but Licensee may not use the Intellectual Property Core for designing, manufacturing, or otherwise producing completed products intended for shipment to customers.
- 2.2 Third Party Contractors. Licensee may grant a sublicense to its Third Party Contractors to use the IP Core in Object Code form for the sole purpose of assisting Licensee in evaluating the IP Core for possible use in IP Devices and only during such time that a Third Party Contractor is providing services for Licensee and provided that Licensee complies with the following: (i) Licensee’s agreement with each Third Party Contractor must be as protective of Helion and the IP Core as the terms set forth in this Agreement; (ii) Licensee assumes full liability for all use of the IP Core by Third Party Contractors in compliance with the terms of this Agreement; (iii) a Third Party Contractor may only use the IP Core on the physical premises of Licensee or the premises of the Third Party Contractor; and (iv) each Third Party Contractor’s use of the IP Core is for Licensee’s benefit only.

3. **License Restrictions.** Except for the rights expressly granted herein, the title and all intellectual property rights in and to the IP Core remain the sole and exclusive property of Helion or Helion's licensors. Licensee agrees not to remove or destroy any copyright notices, proprietary markings, or confidential legends placed upon, contained within, or associated with the IP Core. Licensee will not distribute, copy, transfer, lend, incorporate, modify, or use the IP Core for any purpose except as expressly provided herein. If Licensee fails to comply with the provisions of this Agreement, the License is automatically terminated. Any use or attempted use of the IP Core in violation of the restrictions contained in this Agreement is a breach of this Agreement which will cause irreparable harm to Helion, entitling Helion to injunctive relief in addition to all legal remedies, and will result in automatic termination of the License.
4. **Critical Applications.** The IP Core is not designed, intended, authorized, or warranted for use as components in systems intended for surgical implant into the body, or in other applications intended to support or sustain life, or in any other application in which the failure of IP Core could create a situation where personal injury, death, or severe property or environmental damage may occur. Licensee assumes the risk of any use of the IP Core in such unintended or unauthorized applications, subject only to applicable laws governing limitations on product liability.
5. **Source Code Restrictions.** Unless and to the extent expressly permitted by applicable law in a particular jurisdiction, Licensee will not attempt to reverse translate, decompile, or otherwise attempt to derive the source code of the IP Core. Any use or attempted use of the IP Core in violation of the foregoing restrictions is a breach of this Agreement which will cause irreparable harm to Helion, entitling Helion to injunctive relief in addition to all legal remedies, and will result in automatic termination of the License.
6. **Confidentiality.** Licensee agrees to hold confidential the IP Core Object Code, product documentation and any other information which is furnished hereunder, using the same degree of care as it uses for its own confidential information, but in no event less than reasonable care, and not to disclose such information to any person other than Licensee's employees and Third Party Contractors, who have a need to know such information and who are subject to restrictions no less stringent than those contained herein. This obligation will not apply to information that (a) is in or enters the public domain without breach of this Agreement by Licensee; or (b) is rightfully received by Licensee from a third party without a duty of confidentiality; or (c) is independently developed by Licensee without use of Helion's intellectual property; or (d) is already known to Licensee at the time of disclosure under this Agreement as shall be proved by contemporaneous written records; or (e) is made public by Helion. Licensee shall not publish or disclose the results of any benchmarking of the IP Core or use such results for its own competing development activities without the prior written permission of Helion.
7. **Warranty Disclaimer.** THE IP CORE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HELION MAKES NO WARRANTIES WITH RESPECT TO THE IP CORE, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH LICENSEE, AND HELION SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Helion DOES NOT WARRANT THAT USE OF THE IP CORE WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ASSUMES RESPONSIBILITY FOR SELECTION OF THE IP CORE TO ACHIEVE ITS INTENDED RESULTS AND FOR THE PROPER INSTALLATION, USE, AND RESULTS OBTAINED FROM THE IP CORE. LICENSEE ASSUMES THE ENTIRE RISK OF THE IP CORE PROVING DEFECTIVE OR FAILING TO PERFORM PROPERLY, AND IN SUCH EVENT, LICENSEE WILL ASSUME THE ENTIRE COST AND RISK OF ANY REPAIR, SERVICE, CORRECTION, OR ANY OTHER LIABILITIES OR DAMAGES CAUSED BY OR ASSOCIATED WITH THE IP CORE.

8. **Limitation of Liability.** Licensee agrees that Helion's entire liability arising under this Agreement and Licensee's sole remedy hereunder for any cause whatsoever, regardless of the form of the action, will be limited to the amount of monetary consideration, if any, paid to Helion for the IP Core. IN NO EVENT WILL HELION OR ANY OF ITS SUPPLIERS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, WHETHER CHARACTERIZED AS EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES OF ANY SORT, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE IP CORE, EVEN IF Helion HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.
9. **Export Control.** Licensee agrees and certifies that the IP Core will not be exported, directly or indirectly, into any country to which such export is prohibited by the United States Export Administration Act and the regulations thereunder without the required authorization from the United States government, nor will the IP Core be used for any purpose prohibited by the same.
10. **Term and Termination.**
- 10.1 **Term.** This Agreement will continue indefinitely unless and until terminated as provided in Section 10.2.
- 10.2 **Termination.** This Agreement will terminate automatically in the event Licensee fails to perform any of its obligations hereunder. Licensee may terminate this Agreement at any time by returning to Helion the original and all copies of the IP Core or by destroying the IP Core together with all copies thereof (and causing any permitted sublicensees to destroy the IP Core and all copies). Upon termination of this Agreement for any reason, Licensee will either return to Helion the original and all copies of the IP Core, or upon Helion's request, destroy such original and all copies (including causing any permitted sublicensees to destroy the IP Core and all copies) and provide Helion with written certification of their destruction. In addition, upon termination of this Agreement for any reason, Licensee will destroy all bitstream programming files that contain the IP Core (and cause any permitted sublicensees to destroy such bitstream programming files that contain the IP Core) and provide Helion with written certification of their destruction.
- 10.3 **Survival.** The provisions of Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive any termination or expiration of this Agreement.
11. **Government Use.** The IP Core and any accompanying documentation provided to agencies of the U.S. Government are "commercial computer software" and "commercial computer software documentation" pursuant to DFARS 227.7202 and FAR 12.212, and their successors. All use, reproduction, release, performance, display or disclosure of the IP Core and related documentation by or for the U.S. Government shall be in strict accordance with the terms and conditions of this Agreement. Contractor/manufacturer is Helion GmbH, Keniastrasse 12, 47269 Duisburg, Germany and its licensors.
12. **General.**
- 12.1. **Applicable Law.** This Agreement will be governed by the German law without reference to any conflicts of law principles. Nothing in this Agreement will be interpreted or construed so as to limit or exclude the rights or obligations of Licensee or Helion which it is unlawful to limit or exclude under applicable national laws, including the law of any Member State of the European Union which implement relevant European Communities Council Directives.

- 12.2. No Assignment. Licensee may not assign this Agreement or transfer any of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without Helion's prior written consent. Any attempted assignment or transfer by Licensee in violation of this provision shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.
- 12.3. Attorneys Fees. The prevailing party in any legal action arising out of this Agreement will be entitled to reimbursement for reasonable and actual attorney's fees and expenses, in addition to any other rights and remedies such party may have.
- 12.4. Severability. If a court of competent jurisdiction finds any provision of this Agreement unlawful or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 12.5. Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by an authorized representative of both parties. The waiver of any breach or default will not constitute a waiver of any other right hereunder.
- 12.6. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter and supersedes any other communication or prior agreements, oral or written, regarding the IP Core. No additional terms or modifications proposed by either party shall be binding on the other party unless expressly agreed to in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement effective as of the date of signature.

HELION GMBH

LICENSEE

By: _____

By: _____

Name: Thorsten Heimann

Name: _____

Title: CFO

Title: _____

Date: _____

Date: _____



Exhibit A
Licensed IP Core

Name of IP Core:

Helion ISP Pipeline time-bombed evaluation NGO & top-level test-drive workbench

Part Number (if applicable):
