

OPEN CORE PROTOCOL SPECIFICATION LICENSE AGREEMENT

Version 1.0 - (Revision Date January 1, 2000)

Introduction. This Sonics Open Core Protocol Specification ("Protocol") License and attachments includes two distinct licenses: Research Use License and Commercial Use License (collectively, the "License"). Attachment A, the Research Use License, is effective when You click the Accept button located at the bottom of this page. The Commercial Use License as set forth in Attachment B must be signed by You and Sonics in order to become effective. Once effective, these licenses and the associated requirements and responsibilities are cumulative.

Attachment A: Research Use License

1. Grant of Research Use License. Subject to the terms and conditions of this Research Use License, Sonics grants You a non-exclusive license to evaluate the Protocol for possible incorporation, employment or use within your products or organization.

2. Requirements and Responsibilities of Research Use License. As a condition of exercising the rights granted under Section 1 above, You agree to comply with the following:

- (a) Any incorporation, employment or use of the Protocol within your products or organization requires the complete execution of Attachment B: "Commercial Use License" by the signature of an individual authorized to bind your company to such a license and by the signature of a corporate officer of Sonics, Inc.
- (b) You may only redistribute the Protocol document to other Licensees having either a Research Use License or Commercial Use License with Sonics, Inc.

3. Title; Ownership. Except for the rights and licenses granted to You in this License, Sonics retains all right, title, ownership and interest in and to the Protocol, all intellectual property rights embodied therein, and all subsequent copies, modifications, revisions, upgrades and updates of any of the foregoing, regardless of the form or media in or on which the original and other copies may exist.

4. No Services. There shall be no obligation for Sonics to provide You with any services of any kind whatsoever.

5. Termination. You may terminate this Research Use License Agreement at any time by providing written notice to Sonics and destroying or returning to Sonics all copies of the Protocol in Your possession or under Your control. Sonics may terminate this Research Use License at any time, without notice, if it determines, in Sonics' sole discretion, that You have violated or breached the terms and conditions of this Research Use License. Upon notification of termination of this Research Use License, You agree to destroy or return to Sonics all copies of the Protocol in Your possession or under Your control. You shall continue to be bound by the terms and conditions of this Research Use License with regard to any deployment of the Protocol within your products or organization.

6. No Warranty. You acknowledge and agree that the License granted herein and the Protocol are provided "AS IS" and that Sonics makes no warranties, express, implied or statutory, including, but not limited to, any implied warranties that the Protocol is free of defects, merchantable, fit for a particular purpose or non-infringing of third party rights. The entire risk as to the quality and performance of the Protocol is with You. Should the Protocol be defective or non-performing in any way, You assume the cost of all necessary servicing, repair, correction or other costs.

7. Limitation of Liability. SONICS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL) ARISING IN CONNECTION WITH THIS RESEARCH USE LICENSE, INFRINGEMENT CLAIMS BY THIRD PARTIES, OR THE PROTOCOL, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF FOR ANY REASON BY OPERATION OF LAW OR OTHERWISE, ANY OF THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE INEFFECTIVE, THEN, IN SUCH EVENT, YOU AGREE THAT SONICS' ENTIRE LIABILITY FOR BREACH OF WARRANTY, WITH RESPECT TO INFRINGEMENT CLAIMS OF THIRD PARTIES, OR OTHERWISE UNDER THIS AGREEMENT, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE THEREFOR.

8. Governing Law and Jurisdiction. This Research Use License shall be governed by and enforced in accordance with the laws of the State of California, excluding its conflicts and choice of law provisions, and the parties hereto consent to the personal and exclusive jurisdiction and venue of the California State Courts of Santa Clara County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California).

PLEASE READ THE TERMS OF THIS RESEARCH USE LICENSE CAREFULLY.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU ACKNOWLEDGE THAT (a) YOU HAVE READ THIS RESEARCH USE LICENSE AGREEMENT, (b) YOU UNDERSTAND THE TERMS AND CONDITIONS OF THIS RESEARCH USE LICENSE AGREEMENT, AND (c) YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS RESEARCH USE LICENSE AGREEMENT. IF YOU ARE AGREEING TO THIS RESEARCH USE LICENSE ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND THE COMPANY TO SUCH A RESEARCH USE LICENSE. IF YOU DO NOT AGREE TO BE BOUND BY ANY OF THE TERMS AND CONDITIONS OF THIS RESEARCH USE LICENSE AGREEMENT, SONICS, INC. ("SONICS") IS UNWILLING TO GRANT YOU ANY RIGHTS TO EVALUATE OR USE THE PROTOCOL AND YOU MUST NOT DOWNLOAD, OPEN, COPY, DISTRIBUTE OR IN ANY WAY USE THE PROTOCOL AND YOU MUST PROMPTLY EXIT THIS PAGE BY CLICKING ON THE "REJECT" BUTTON.

ACCEPT

REJECT

ATTACHMENT B: COMMERCIAL USE LICENSE

1. Introduction. This Attachment is effective only if signed below by Sonics, Inc. and an individual authorized to bind your company to such a license, and applies to any incorporation, employment or use of the Protocol (as defined in the Research Use License) within your products or organization.

2. Grant of Commercial Use License. Subject to the cumulative terms and conditions of the Research Use License and this Commercial Use License, Sonics grants You a worldwide, royalty-free, non-exclusive license to incorporate, employ or use the Protocol within your products or organization subject to the Requirements and Responsibilities of Section 3. This Commercial Use License also allows You to distribute a description of the Protocol, limited to the specifics of your implementation, for any work based on the Protocol that requires such a description for the recipient create a corresponding interface to your work. Such a recipient shall automatically receive a license from Sonics restricted to the sole purpose of creating a corresponding interface to the Protocol as implemented in your work, to be used only for the integration of your work into a design. Such recipient of your work is NOT licensed to originate or author any other work based on the Protocol unless that recipient has a valid Commercial Use License directly from Sonics. You may not impose additional restrictions on such recipient's rights to use the Protocol beyond those set forth in this License.

3. Requirements and Responsibilities of Commercial Use License.

As a condition of exercising the rights granted under Section 2 above, You agree to comply with the following:

- (a) You may NOT modify the Protocol unless;
 - (i) such modifications are fully embodied within an integrated circuit product and are not disclosed outside your organization.
 - (ii) such modifications are solely for internal use by your organization and are never used, transmitted or transferred to any other entity or party whatsoever at any time.
 - (iii) Sonics provides you with written permission to incorporate Your requested modifications. Such permission is contingent upon compliance with the following:
 - (1.) You have published to Sonics on a non-confidential basis and free of all use restrictions, an accurate, current and complete specification for any modification, and
 - (2.) You grant to Sonics a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license, to Your Intellectual Property Rights covering Your modifications, so that Sonics, at its sole discretion, may incorporate into the Protocol Your modifications in any form, *and* if incorporated, Sonics may grant to each Protocol licensee a license to Your modifications, of the same scope and extent as Sonics' Research Use or Commercial Use Licenses.
- For purposes of this License, a "modification" shall be deemed to be any Protocol signal re-defined to operate outside the definitions and parameters as described in the Protocol, or any additional or complimentary signal(s) that extends the Protocol's capabilities.
- (b) Provided You are in complete compliance with the Protocol and this Commercial Use License, You agree to acknowledge the use of the Protocol in any and all products which incorporate or employ the Protocol by prominently displaying the "Open Core Protocol" trademark logo (the "Logo") in accordance with Sonics' published guidelines on any and all documents and marketing materials which relate to or concern any products which incorporate or employ all or any portion of the Protocol. The Logo and guidelines may be downloaded from the Sonics web site. All copyright notices and trademarks must be maintained on the Protocol. Except as expressly provided in this License, You are granted no right, title or license to, or interest in, any Sonics Trademarks.
- (c) You agree to notify Sonics of any errors in the Protocol and its documentation as soon as reasonably practicable.
- (d) Each Product that incorporates or employs all or any portion of the Protocol must include a Sonics-assigned Developer Code as described in the Protocol documentation. For Protocol marketing purposes, Sonics shall have the right to publicly identify all Developers and their assigned Developer Codes. A Developer Code application form is available on the Sonics web site. IP developers are free to assign their own Core Codes and Revision Codes. For purposes of marketing the Protocol's acceptance, You are requested to provide Sonics with written notice identifying each Protocol implementation (e.g.: Core Code) before such implementation is deployed commercially or within your organization.
- (e) All press announcements relative to the execution of this Commercial Use License must be reviewed and approved by Sonics prior to release.

4. Customer Support. You are responsible for providing technical and maintenance support services to Your customers for Your products and services incorporating the Protocol.

5. Termination. You may terminate this Commercial Use License at any time by providing written notice to Sonics and destroying or returning to Sonics all copies of the Protocol in Your possession or under Your control. Sonics may terminate this Commercial Use License at any time, without notice, if it determines, in Sonics' sole discretion, that You have violated or breached the terms and conditions of this Commercial Use License. You shall continue to be bound by the terms and conditions of this Commercial Use License with regard to all of Your products which incorporate or employ the Protocol in any way.

6. Assignment. Sonics may assign the Research Use and Commercial Use Licenses and their rights and obligations hereunder, in its sole discretion. You may not assign the Research Use License or Commercial Use License, including by way of merger (regardless of whether You are the surviving entity) or acquisition, without Sonics' prior written consent.

7. Severability. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Notwithstanding the foregoing, if You are prohibited by law from fully and specifically complying with Sections 2 or 3, this License will immediately terminate and You must immediately discontinue any use of the Protocol.

Agreed: (Your Company): _____

By: _____ Date: _____

Print Name: _____ Title: _____

Sonics, Inc.:

By: _____ Date: _____

Print Name: _____ Title: _____