

## SOLV LICENSE AGREEMENT FOR OCP-IP MEMBERS

This SOLV License Agreement FOR OCP-IP MEMBERS (the “Agreement”) is entered into as of the last date set forth on the signature page (“Effective Date”), by and between Sonics, Inc., a Delaware corporation with principal offices at 890 North McCarthy Blvd., Suite 200, Milpitas, CA 95035 (“Sonics”), and the licensee listed on the signature page (“Licensee”).

WHEREAS, Sonics® develops and licenses semiconductor intellectual property (“IP”) cores in the field of on chip or system on chip communication networks that connect IP cores in order to optimize, improve, configure and automate on-chip communications, including but not limited to the Sonics SOLV product (“SOLV”);

WHEREAS, Licensee is a paying member company of OCP-IP (as of November 2008, this includes Governing Steering Committee, Sponsor and Community memberships) or is a University member participating through OCP-IP’s University Program (“Qualifying OCP-IP Member”);

WHEREAS, Sonics offers to Qualifying OCP-IP members in good standing a no-charge license to use three seats of SOLV, a component of the so-called CoreCreator II product offered by OCP-IP.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 “Affiliate” as applied to Licensee, shall mean any company or other legal entity other than Licensee, in whatever country organized, controlling or controlled by Licensee. The term “control” means possession of the power to direct or cause the direction of the management and policies whether through the ownership of voting securities, by contract or otherwise.

1.2 “Confidential Information” shall mean all technical, financial, commercial, legal or other information, in whatever form or media, that is not generally known to the public, whether or not it is patented, registered or otherwise publicly protected, and includes, without limitation, the Licensed Technology, databases and netlists generated with the Licensed Technology, the terms and conditions of this Agreement and the commercial intentions of the parties.

1.3 “Derivative Work” shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.4 “Intellectual Property Rights” shall mean all patents, copyrights, trade secrets and proprietary know-how, as well as any applications for such rights.

1.5 “License Key” means a document (in physical or electronic format) provided by Sonics that identifies: (i) the Licensed Technology; (ii) the number of permitted licenses; and (iii) the codes that enable the use of the Licensed Technology. Each License Key shall have a twelve (12) month duration, and Licensee may request replacement License Keys at the end of such duration during the Term.

1.6 “Licensed Technology” shall mean the Sonics OCP Library for Verification (SOLV) tools, as set forth below, as well as any Updates thereto that are licensed by Sonics hereunder to Licensee during the term of this Agreement:

(a) *Documentation.* Sonics OCP Library for Verification manual, Sonics OCP Library for Verification Release Notes; and

(b) *Software.* Sonics SVA OCP Checker, OCP Dissassembler (ocpdis2), OCP Performance Analyzer (ocpperf2).

1.7 “Trademarks” shall have the meaning given to it in Section 11.1.

1.8 “Updates” shall mean error corrections, bug fixes, or workarounds to the

Licensed Technology that Sonics may, in its sole discretion, release to Licensee during the Term.

## 2. LICENSE GRANT

2.1 License Grant. Subject to the terms and conditions of this Agreement, Sonics hereby grants to Licensee a royalty-free, nonexclusive, nonsublicensable, nontransferable license under Sonics Intellectual Property Rights in the Licensed Technology, Documentation and License Keys to use up to three (3) concurrent run-time licenses of the Licensed Technology internally during the Term of this Agreement.

### 2.2 Restrictions on Use of Licensed Technology.

Licensee agrees to the following restrictions on its use of the Licensed Technology:

(a) Licensee may not reverse engineer, decompile, disassemble, or otherwise reduce the Licensed Technology or any component thereof to human-readable or non-binary form.

(b) Licensee agrees to restrict access to the Licensed Technology solely to its employees and contractors under a duty of confidentiality to Licensee.

(c) Except as permitted expressly herein, Licensee shall not distribute, disclose, assign, sublicense, or otherwise transfer the Licensed Technology to any third party.

(d) Licensee shall not modify, translate or create any Derivative Works based upon the Licensed Technology or any portion thereof.

(e) Licensee shall not distribute any copy of the Licensed Technology except as expressly allowed by the license rights stated above, or allow anyone other than those authorized hereunder to have access to or use (such as in a timesharing, service bureau, or application service provider model) any Licensed Technology;

(f) Licensee shall not disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from Sonics) to any third party

(g) Licensee shall not tamper with, or attempt to circumvent or disable, any

License Key (this includes, for example, resetting the CPU time in order to extend the term or using a false host ID number to enable unauthorized copies of a License Key);

(h) Licensee shall not remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Licensed Technology.

2.3 Rights and Reservations. No license or other right is granted, by implication, estoppel or otherwise, to Licensee under any Confidential Information or Intellectual Property Rights now or hereafter owned or controlled by Sonics except for the licenses and rights expressly granted in this Agreement. Except for any third party software or open source software which may be included as a part of the Licensed Technology, Sonics retains all rights, title, ownership and interest in and to the Licensed Technology, including, all Intellectual Property Rights embodied therein, and all subsequent copies, modifications, revisions, upgrades, Derivative Works or Updates of any of the foregoing.

## 3. ORDERING, DELIVERY AND MAINTENANCE

3.1 Ordering Sonics SOLV Product. Licensee may order the products identified in the Agreement at any time by submitting an order through the OCP-IP CoreCreatorII online ordering system or as otherwise directed by Sonics. When using this on-line ordering system, Licensee shall be responsible for ensuring that all information Licensee provides is accurate and complete and that any person placing an order on Licensee's behalf has Licensee's authority to do so. Once Licensee submits an order, Licensee may not cancel or change it. Licensee's order must indicate the location(s) of its facility(ies) where the Licensed Technology may be used, the quantity, and any other information Sonics would need to fulfill Licensee's order (including any information needed to generate a License Key). Sonics may, in its discretion, accept or reject Licensee's order. Sonics may accept an order by sending Licensee written or electronic notice of acceptance or simply by fulfilling your order.

3.2 Delivery. If Sonics accepts Licensee's order for any Licensed Technology, Sonics will then deliver to Licensee the Licensed Technology along with the corresponding License

Keys. Sonics will deliver these materials to Licensee by EST except where prohibited by law.

3.3 EST. When Sonics delivers a Licensed Product by EST, Sonics will send Licensee an e-mail to Licensee's designated EST e-mail address(es) to notify Licensee that the Licensed Technology is available. Sonics's obligation to deliver the Licensed Technology will be fulfilled when this e-mail notice is sent. Licensee will be responsible for downloading or requesting for delivery the Licensed Technology and Documentation from the FTP Server, unless Sonics gives Licensee other instructions. Licensee must notify Sonics in writing if it changes its EST e-mail address(es).

3.4 Maintenance. Sonics may, in its sole discretion, provide maintenance services, Updates, upgrades and technical support to Licensee for the Licensed Technology.

#### 4. **CONSIDERATION**

4.1 No License Fee. Sonics grants the license herein to Licensee without fee as part of a promotional program with OCP-IP.

4.2 Additional Copies. If Licensee wishes to license additional copies of the Licensed Technology, Licensee shall contact Sonics to obtain additional licenses at a license fee to be negotiated by the parties.

#### 5. **EXPIRATION AND TERMINATION**

5.1 Expiration. The term of this Agreement shall begin on the Effective Date and Terminate at such time as Licensee shall no longer be a Qualifying Member in good standing of OCP-IP ("Term").

5.2 Termination. Either party may terminate this Agreement immediately in the event that the other party materially breaches any of the provisions of this Agreement. Sonics may terminate this Agreement immediately if Licensee takes any action in derogation of Sonics' rights in and to the Licensed Technology.

5.3 No Retention of Licensed Technology. Licensee shall immediately destroy or delete all copies of all Licensed Technology in its possession whether in electronic or any other form on termination of this Agreement. Upon written request

by Sonics, Licensee shall certify in writing that all Licensed Technology or Confidential Information (and any copies in written or other tangible form) have been destroyed or deleted.

5.4 Consequences of Expiration or Termination. Upon expiration or termination of this Agreement, the licenses and rights granted hereunder and the obligations imposed hereunder shall cease except that the following shall survive any expiration or termination the obligations of Sections 2.2, 5.3, 5.4, and Articles 6, 8, 9, and 10 (and any sections in the Exhibits referenced therein).

#### 6. **WARRANTIES**

THE LICENSED TECHNOLOGY AND THE CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. SONICS MAKES NO WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

#### 7. **INDEMNIFICATION**

7.1 Indemnification. Sonics will assume the defense of any suit brought against Licensee for infringement of any U.S. patent duly issued in the U.S, insofar as such suit is based on a claim that the infringement or wrongful use is attributable to Licensee's use, without modification, of the Licensed Technology supplied under this Agreement. In response to any such suit, Sonics will either (i) indemnify Licensee against any money damages or costs awarded in such suit in respect to such a claim, (ii) obtain a license that allows Licensee to continue to use the accused Licensed Technology, or (iii) replace or modify the accused Licensed Technology with an alternative implementation that performs substantially the same function but that does not infringe. The obligations of Sonics stated in this Section 7.1 apply only if (i) Licensee promptly informs Sonics in writing of any claim within the scope this Section 7.1, (ii) Sonics is given exclusive control of the defense of such claim and all negotiations relating to its settlement, and (iii)

Licensee assists Sonics in all necessary respects in conduct of the suit.

7.2 Exclusions. Sonics shall have no obligation to defend and shall have no liability for any costs, losses or damages, for any infringement allegation that is based on: (i) any alteration or modification to the Licensed Technology by Licensee, if the actual or alleged infringement would not have occurred without such modifications, (ii) any use of the Licensed Technology by Licensee in combination with any other device, software, or equipment, unless such infringement allegation is based on a claim for which Sonics would be independently liable as a contributory infringer based on Sonics providing such Licensed Technology to Licensee, or (iii) any use of the Licensed Technology by Licensee in a manner or for a purpose other than for which it is licensed, (iv) any continuing use by Licensee of allegedly-infringing Licensed Technology after Licensee has been notified that such Licensed Technology is allegedly infringing, and after having been provided with replacements or modifications to the Licensed Technology that would have avoided such alleged infringement, or (v) any use by Licensee of other than the most current version of the Licensed Technology then available from Sonics. Sonics total liability to incur out-of-pocket costs in the defense of any such suit or suits, to obtain any necessary third-party licenses, and to pay damages awarded in any such suit or suits shall be limited to the amount theretofore paid to Sonics by Licensee under this Agreement.

## 8. **LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER HEREUNDER FOR ANY LOST PROFITS, LOSS OF DATA, OR FOR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION, OR FOR DIRECT DAMAGES IN EXCESS OF AMOUNTS PAID TO SONICS BY LICENSEE UNDER THIS AGREEMENT, OTHER THAN FOR (i) A MATERIAL BREACH BY EITHER PARTY OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR (ii) A MATERIAL BREACH BY EITHER PARTY OF THE LICENSE RESTRICTIONS CONTAINED IN ARTICLE 2 (IN WHICH CASES THERE SHALL BE NO LIMITATIONS ON LIABILITY), EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. **CONFIDENTIALITY**

9.1 Confidentiality Obligations. A party receiving Confidential Information (“Receiving Party”) shall treat as confidential all Confidential Information received from the other party (“Disclosing Party”) and shall not use such Confidential Information except as expressly permitted under this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance, but in no event with less than reasonable care, to prevent the disclosure of Confidential Information. The Receiving Party agrees to limit access to Confidential Information to those individuals or entities permitted to access the Licensed Technology is Section 2.2(b) and having a reasonable need to know such information in connection with this Agreement or their reasonable business needs. The Receiving Party agrees not to provide access to the Confidential Information to any other individuals or entities without the prior written consent of the Disclosing Party, except, however that a party may disclose the terms and conditions of this Agreement to potential investors in confidence, in connection with an actual or prospective investment, merger or acquisition or similar transaction. Any person to whom such Confidential Information is disclosed by the Receiving Party shall be subject to the same obligations as regards disclosure and non-use as the Receiving Party. The Receiving Party shall assume responsibility and accept liability for the non-fulfilment of these obligations from any person given access to the Confidential Information. The Receiving Party shall not directly or indirectly cause or permit any Confidential Information of the Disclosing Party to be copied or reproduced unless such copy or reproduction is necessary to fulfill the purposes of this Agreement. Any such copy shall be marked confidential and, when appropriate, marked as proprietary to the Disclosing Party. Disclosures in nondocumentary form made orally or by visual inspection shall be reduced to writing, marked confidential, and then distributed to all parties within thirty (30) days of the original communications.

9.2 Exclusions. The obligations in this Article 9 shall not apply if and to the extent that the Receiving Party establishes by written proof that the Confidential Information:

(a) was already known to the Receiving Party prior to its first receipt of the same from the Disclosing Party;

(b) was in the public domain on the Effective Date or is subsequently placed in the public domain without breach of this Agreement;

(c) was received by the Receiving Party in good faith from a third party lawfully in possession thereof and without an obligation to maintain the confidentiality of the Confidential Information;

(d) was developed independently by the Receiving Party's employees or subcontractors who have not had access to any Confidential Information;

(e) was required by law to be disclosed, provided that notice of such legally required disclosure is delivered to the Disclosing Party prior to disclosure so that the Disclosing Party may contest such disclosure; or

(f) was approved for release in advance and in writing by the Disclosing Party.

9.3 Continuing Obligation. The obligations imposed by this Article 9 shall expire five (5) years after the expiration or termination of this Agreement.

## 10. GENERAL PROVISIONS

10.1 Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

10.2 No assignment. Neither this Agreement nor any interest therein or part thereof shall be transferable or assignable by either party, by operation of law or otherwise, without the other party's prior written consent. Provided, however, that either party may assign this Agreement to its surviving entity in conjunction with the sale or transfer of substantially all of its assets.

10.3 Relationship of Parties. The relationship of Licensee and Sonics established by this Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either party to

create or assume any obligation on behalf of the other party for any purpose whatsoever.

10.4 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California, except that its conflict of law rules shall not apply. Any action arising out of any dispute between any of the parties to this Agreement shall be brought in either the Superior Court for the County of Santa Clara or the United States District Court for the Northern District of California, and each of the parties hereto hereby submits itself to the exclusive jurisdiction of such courts for purposes of any such action.

10.5 Waiver. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other power, right or privilege.

10.6 Export. All obligations by Sonics to furnish Licensed Technology under this Agreement are subject to U.S. export control laws and regulations. Licensee recognizes that any reexport of Licensed Technology may be subject to U.S. export control laws and regulations and agrees to comply with such laws and regulations prior to undertaking any such reexports to the extent, of course, such actions are expressly authorized under the terms of this Agreement. Licensee agrees that it will neither re-export or release the Licensed Technology to a national of a country or to a country identified in Country Code D:1 or E:2 of Part 740 of the United States Export Administration Regulations (or any successor regulations), nor export Devices made from the Licensed Technology to a country identified in Country Code D:1 or E:2 of Part 740 of the United States Export Administration Regulations (or any successor regulations). The obligations and restrictions of this Section will survive any termination or expiration of this Agreement.

10.7 Audit and Compliance. Sonics may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) Licensee's use of the Licensed Technology to verify Licensee's compliance with this Agreement. Licensee agrees to give Sonics (or the auditing firm) reasonable access to its facilities and records for purposes of conducting these audits. Sonics will give Licensee at least five days' advance notice before conducting an audit. Audits will be conducted during normal business

hours and no more than once per year, unless Sonics has a good-faith basis for believing that more frequent audits are warranted. Sonics will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that Licensee has failed to comply with this agreement in a material way, in which case Licensee agrees to reimburse Sonics for these costs.

10.8 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior oral and

written agreements, understandings and representations. No addition or modification to this Agreement is valid unless made in writing and signed by both parties hereto.

10.9 Notice. Unless either party notifies the other of a different address, any notice or other communication required or permitted hereunder shall be sufficiently given, if sent by facsimile, overnight delivery, registered mail, postage prepaid, return receipt requested, addressed to the contact listed herein.

IN WITNESS WHEREOF, each of the parties hereto has caused the Agreement to be executed in duplicate originals by its duly authorized officers or representatives.

**SONICS, INC**

**LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME OF LICENSEE:** \_\_\_\_\_

**PRIMARY CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_