OPENCORE FUNCTION AND SOFTWARE
LICENSE AGREEMENT

This OpenCore and Software License Agreement (the “Agreement”) is made and effective (hereinafter referred to as the “Effective Date”),

BETWEEN: SYSTEM LEVEL SOLUTIONS, INC (the "LICENSOR"), a corporation organized and existing under the laws of California, with its head office located at:
14100 Murphy Ave.
San Martin, CA 95046

AND: (the "LICENSEE"), a corporation organized and existing under the laws of

It is clearly understood between the parties that all references in this Agreement to the LICENSEE are deemed to include not only such party itself but also its respective affiliates as well as they are defined here below.

For the purpose of this Agreement, LICENSEE’s affiliates shall mean any company owned or controlled, directly or indirectly, now or hereafter, by and listed in the Exhibit D Affiliates List (“List”), LICENSEE may add or take out its affiliates into or from the List by given LICENSOR a written notice.

WHEREAS, LICENSOR has developed and is the owner of certain Intellectual Property for ASIC and FPGA design, drivers, computer programs, software and related documentation more particularly described in Exhibit A attached hereto (the "Products") and desire to grant LICENSEE a license to use the OpenCore Function and Software.

WHEREAS, LICENSEE wishes to use the OpenCore Function and Software under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, LICENSEE and LICENSOR hereby agree as follows:

DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

“Altera FPGA Device(s)” means programmable logic devices and mask-programmable logic devices (excluding HardCopy devices) designed and manufactured by or on behalf of Altera or its Subsidiaries.

“Altera Hardcopy Device(s)” means an Altera FPGA Device redesigned as an application specific integrated circuit and manufactured by or on behalf of Altera or its Subsidiaries.

"OpenCore Function" means one or more design files (including encrypted net lists, RTL, test vectors, simulation models (such as VHDL, Verilog HDL, Quartus simulation, Matlab, Simulink, Verisity Specman, Synopsys Vera, etc.), and other models either as source, obfuscated source or in encrypted format) each designed to implement or support the design of a specific function into an
Altera Device, together with any updates that LICENSOR provides to LICENSEE under this Agreement; excepting the portions identified in particular files which components are subject to the applicable license agreement(s) set forth therein.

“Non-Altera Devices” means programmable logic devices, field programmable gate arrays, application specific integrated circuits, standard products, or any other semiconductor device which are not Altera Devices.

“Software” means any computer programs or parts thereof in source code form, machine-readable, object code form, and any computer programs or parts thereof delivered to LICENSEE in source code form, machine-readable, object code form.

“Specification” means LICENSOR’s then-current published Product Release Definitions and received by LICENSEE.

1. LICENSE TO THE OPENCORE FUNCTION AND SOFTWARE:

1.1 Subject to the terms and conditions of this Agreement (including but not limited to payment of the license fee set forth in Paragraph 4.0), LICENSOR grants to LICENSEE a non-transferable, nonexclusive, and worldwide license to use the OpenCore Function as follows. The LICENSEE may:

   (a) have a design or designs as stated in Exhibit B (“Designs”) with ability to, parameterize, compile, and route the OpenCore Function and Software;
   (b) program Altera FPGA Devices and Altera Hardcopy Devices with the OpenCore Function and Software; and,
   (c) except as otherwise provided in Paragraph 10.2, LICENSEE may use, distribute, sell, and or otherwise market products containing Products to any third party in perpetuity. LICENSEE may also sublicense the right to use and distribute products containing Products as necessary to permit distributors to distribute and customers to use products containing Products.

LICENSEE is expressly prohibited from using the OpenCore Function and Software to design, develop or program non-Altera Devices. LICENSEE may not modify or synthesize any simulation model output files generated or resulting from the OpenCore Function and Software.

LICENSEE may not publish or disclose the results of any benchmarking of the OpenCore Function and Software, or use such results for LICENSEE’s own competing software development activities, without the prior written permission of LICENSOR. The use of the OpenCore Function and Software requires the prior acquisition and installation of Altera’s software development tools. LICENSEE will receive a node-locked license to the OpenCore Function and Software unless LICENSEE have a floating license to Altera’s software development tools.

1.2 Any copies of the OpenCore Function and Software made by or for LICENSEE shall include all intellectual property notices, including copyright and proprietary rights notices, appearing on such OpenCore Function and Software. Any copy or portion of the OpenCore Function and Software, including any portion merged into a design and any design or product that incorporates any portion of the OpenCore Function and Software, will continue to be subject to the terms and conditions of this Agreement.

1.3 The source code of the OpenCore Function and Software, and algorithms, concepts, techniques, methods and processes embodied therein, constitute trade secrets and confidential and proprietary information of LICENSOR and LICENSEE shall not access or use such trade secrets and information in any manner, except to the extent expressly permitted herein. LICENSOR retains all rights with respect to the OpenCore Function and Software, including any copyright, patent, trade secret and other proprietary rights, not expressly granted herein.
2. OPENCORE FUNCTION AND SOFTWARE LICENSE RESTRICTIONS:

THE LICENSEE MAY NOT USE THE OPENCORE FUNCTION AND SOFTWARE EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR SUBLICENSE OR TRANSFER THE OPENCORE FUNCTION AND SOFTWARE OR RIGHTS WITH RESPECT THERETO. THE LICENSEE MAY NOT DECOMPILE, DISASSEMBLE, OR OTHERWISE REVERSE ENGINEER THE OPENCORE FUNCTION AND OR SOFTWARE OR ATTEMPT TO ACCESS OR DERIVE THE SOURCE CODE OF THE OPENCORE FUNCTION AND SOFTWARE OR ANY ALGORITHMS, CONCEPTS, TECHNIQUES, METHODS OR PROCESSES EMBODIED THEREIN; PROVIDED, HOWEVER, THAT IF THE LICENSEE ARE LOCATED IN A MEMBER NATION OF THE EUROPEAN UNION OR OTHER JURISDICTION THAT PERMITS LIMITED REVERSE ENGINEERING NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY, THE LICENSEE MAY PERFORM LIMITED REVERSE ENGINEERING, BUT ONLY AFTER GIVING NOTICE TO LICENSOR AND ONLY TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IMPLEMENTING THE EU SOFTWARE DIRECTIVE OR OTHER APPLICABLE LAW NOTWITHSTANDING A CONTRACTUAL PROHIBITION TO THE CONTRARY.

3. TERM:

This Agreement shall commence on the Effective Date and remain in force for a period of one (1) year. LICENSEE may terminate it at any time by destroying the OpenCore Function and Software together with all copies and portions thereof in any form (except as provided below). It will also terminate immediately if LICENSEE breaches any material term of this Agreement and fails to cure such breach within 30 days written notice from LICENSOR and upon conditions set forth elsewhere in this Agreement. Upon any termination of this Agreement, LICENSEE shall destroy the OpenCore Function and Software, including all copies and portions thereof in any form (whether or not merged into a design or Product), and the licenses and rights under this Agreement shall terminate except that licensee and licensees customers may continue to sell and use Products which have been developed in accordance with this Agreement prior to the termination. In no event may any portions of the OpenCore Function and Software be used in development after termination. In the event of termination for any reason whatsoever, the rights, obligations, and restrictions under Paragraphs 2, 4, 6.3, 9, and 10 shall survive termination of this Agreement.

4. PAYMENT:

In consideration of the license and all the rights and services granted by LICENSOR under this Agreement, LICENSEE shall pay LICENSOR as stated in Exhibit C (“the Payments and Fees”). Such payment shall, as directed by LICENSOR, be made directly to LICENSOR. LICENSEE shall pay all taxes and duties associated with this Agreement, other than taxes based on LICENSOR’s income.

5. MAINTENANCE AND SUPPORT:

LICENSOR shall, for a period of twelve [12] months calculated from LICENSEE’s acceptance of the product (“Warranty Period”):

5.1 upon LICENSEE’s notification of non-conformities to the Specifications or defects in the Products, use commercially reasonable efforts to provide LICENSEE with corrections or fixes to non-conformities to the Specifications or defects in the Products that are diagnosed as such and replicated by LICENSOR;

5.2 provide LICENSEE with fixes and other updates to the Products that LICENSOR makes generally available to its customers without a separate charge; and

5.3 respond promptly by telephone or email to inquiries from LICENSEE.
6. LIMITED WARRANTIES AND REMEDIES:

6.1 LICENSOR represents and warrants that, during the Warranty Period, the Products will substantially conform to the Specifications if used in compliance with the terms of this Agreement. LICENSEE’s sole remedy, and LICENSOR’s sole obligation, for a breach of this warranty shall be (a) for LICENSOR to use commercially reasonable efforts to remedy the nonconformance, or (b) if LICENSOR is unable to remedy the nonconformance within a reasonable time, for LICENSEE to receive a refund of all fees paid to LICENSOR for the defective Products. If LICENSEE receives such a refund, LICENSEE agrees that LICENSEE’s license and rights under this Agreement for the defective Products shall immediately terminate and LICENSEE agrees to destroy the defective Products, including all copies thereof in any form and any portions thereof merged into a design or product, and to certify the same to LICENSOR.

6.2 The foregoing warranties apply only to Products delivered by LICENSOR or its agents. The warranties are provided only to LICENSEE, and may not be transferred or extended to any third party, and apply only during the Warranty Period for claims of breach reported (together with evidence thereof) during the Warranty Period. The LICENSEE shall provide LICENSOR with such evidence of alleged nonconformities or defects as LICENSOR may request, and LICENSOR shall have no obligation to remedy any nonconformance or defect it cannot replicate using reasonable efforts. The warranties do not extend to any OpenCore Function and Software which have been modified by anyone other than LICENSOR, LICENSOR’S agents, or LICENSEE as approved by LICENSOR.

6.3 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE OPENCORE FUNCTION AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. EXCEPT AS OTHERWISE DESCRIBED UNDER THIS AGREEMENT, YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE OPENCORE FUNCTION AND SOFTWARE AND ANY DESIGN OR PRODUCT IN WHICH THE OPENCORE FUNCTION AND SOFTWARE MAY BE USED. SHOULD THE OPENCORE FUNCTION OR SOFTWARE PROVE DEFECTIVE, EXCEPT AS OTHERWISE DESCRIBED UNDER THIS AGREEMENT, THE LICENSOR DOES NOT ASSUME LIABILITY FOR ANY COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you in full, but shall be interpreted to apply to the maximum extent permissible under applicable law.

7. REPRESENTATION:

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

8. INDEMNIFICATION:

8.1 LICENSOR shall indemnify, defend and hold LICENSEE, its affiliates, employees, directors, customers and contractors harmless from and against any and all liabilities, claims, actions, damages, and expenses (including without limitation reasonable attorneys’ fees and costs) arising out of or related to any claim by a third party asserting that the Products infringe a third party’s patent, trade secret, trademark or any other intellectual property right. LICENSEE shall promptly notify LICENSOR in writing of any such proceeding or claim, give LICENSOR sole and complete authority to control the defense and settlement of the proceeding or claim, and provide LICENSOR with any reasonable information, materials, and other assistance requested by LICENSOR, at LICENSOR’s cost. Notwithstanding the foregoing, LICENSEE may engage counsel of its own at its own cost to participate in any proceedings. Further, if LICENSOR
fails to defend a third party claim, LICENSEE may engage counsel of its own and defend such claim at LICENSOR's cost.

8.2 In the event of any such claim or proceeding or threat thereof, LICENSOR may (and, in the event any such claim or proceeding results in the issuance of an injunction by a court of competent jurisdiction prohibiting the Licensee from using the Products, LICENSOR shall), at its option and expense and subject to the limitations of Paragraph 9, seek a license to permit the continued use of the affected Products or use commercially reasonable efforts to replace or modify the Products so that the replacement or modified version is non-infringing, provided that the replacement or modified version has functionality comparable to that of the original. If LICENSOR is unable reasonably to obtain such license or provide such replacement or modification, LICENSOR may terminate LICENSEE’s license and rights with respect to the affected Products, in which event LICENSEE shall return to LICENSOR the affected Products, including all copies and portions thereof in any form (including any portions thereof merged into a design or product), and certify the same to LICENSOR and LICENSOR shall refund the all fees paid by LICENSEE to LICENSOR for the affected Products.

8.3 The LICENSOR shall have no liability or obligation to LICENSEE hereunder for any infringement or claim based on or resulting from (a) the combination or use of the OpenCore Function and Software with other products or components not contemplated by this Agreement or the parties, to the extent that the infringement arises from such combination or use; (b) modification of the OpenCore Function and Software by anyone other than LICENSOR, LICENSOR's agents or LICENSEE as agreed to by LICENSOR (c) the use of other than the most recent version of the OpenCore Function and Software provided by LICENSOR to LICENSEE if the infringement or claim would have been wholly avoided by use of the most recent version; (d) use of the OpenCore Function and Software in any way not contemplated under this Agreement or by the parties; or (e) any use of the OpenCore Function and Software, to the extent that LICENSOR has expressly indicated in the applicable Specification that third-party licenses is required to use such OpenCore Function and Software if LICENSEE has not obtained the necessary third-party licenses.

8.4 The provisions of this Paragraph 8 state the entire liability and obligations of LICENSOR, and the LICENSEE's sole and exclusive rights and remedies, with respect to any proceeding or claim relating to infringement of copyright, trade secret, patent, or any other intellectual property right.

9. LIMITATIONS OF LIABILITY

9.1 Except for LICENSOR’s indemnity obligation set forth in section 8, in no event shall the aggregate liability of LICENSOR relating to this Agreement or the subject matter hereof under any legal theory (whether in tort, contract or otherwise), including for any loss or damages directly or indirectly suffered by LICENSEE relating to the OpenCore Function and Software, exceed the aggregate amount of the fees paid by LICENSEE to LICENSOR under this Agreement.

9.2 EXCEPT FOR LICENSOR’S INDEMNITY OBLIGATIONS, IN NO EVENT SHALL THE LICENSOR 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 OPENCORE FUNCTION AND SOFTWARE, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

Some jurisdictions do not allow the limitation or exclusion of special, incidental or consequential damages, so the above limitations or exclusions may not apply to LICENSEE in full but shall be interpreted to apply to the maximum extent permissible under applicable law.
9.3 THIS PARAGRAPH 9 SHALL NOT LIMIT EITHER PARTY’S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY.

10. General:

10.1 LICENSEE may not sublicense, assign, or transfer this license or any OpenCore Function and Software, or disclose any trade secrets embodied in the OpenCore Function and Software, except as expressly provided in this Agreement. Any attempt by LICENSEE to sublicense, assign, or otherwise transfer, without prior written approval of LICENSOR, any of the rights, duties, or obligations hereunder is void.

10.2 Each party covenants to the other party that it will comply with all applicable laws, regulations, orders, rules or permits in exercising the rights, and in carrying out the duties and obligations set forth in this Agreement, including, without limitation, any applicable export control laws or regulations of the United States. LICENSOR shall notify LICENSEE if the Products or any part thereof, as delivered to LICENSEE, require a license or other regulatory approval from the U.S. Department of Commerce or U.S. Department of State. LICENSOR shall provide reasonable assistance to LICENSEE in classifying the Products and obtaining required approvals. Each party shall indemnify, defend and hold the other party, its directors, officers and employees harmless from and against any and all liabilities, claims, actions, damages, fines, and expenses (including without limitation reasonable attorneys’ fees and costs) arising out of or related to its breach of this paragraph.

10.3 If LICENSEE has any questions concerning this Agreement, including software maintenance or warranty service, LICENSEE should contact System Level Solutions, Inc., 14100 Murphy Ave, San Martin, CA 95046.

10.4 LICENSEE agrees that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of the State of California. All disputes arising in connection with the present Agreement shall be amicably solved between the parties. If they cannot be so amicably solved, claim or action arising out of this Agreement shall be brought in Santa Clara County, CA. The Parties hereby agree that the Party who does not prevail with respect to any dispute, claim, or controversy relating to this Agreement shall pay the costs actually incurred by the prevailing Party, including any attorneys’ fees. Each party agrees to waive its rights to a jury trial related to this Agreement.

10.5 The OpenCore Functions and Software are not authorized for use as critical components in life support devices or systems without the express written approval of the president of System Level Solutions, Inc. As used herein: 1. Life support devices or systems are devices or systems that are intended for surgical implant into the body or support or sustain life, and whose failure to perform, when properly used in accordance with instructions for use provided in the labelling, can be reasonably expected to result in a significant injury to the user. 2. A critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness.

10.6 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 be construed as a waiver by such party of any succeeding breach or default by the other party in the same or other provision.

10.7 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 as will most closely correspond with the legal and economic contents of the provision so voided and the validity of the remaining provisions shall not be affected.

10.8 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.

10.9 U.S. Government Restricted Rights: If LICENSEE is an agency or instrumentality of the United States Government, the OpenCore Function and Software and related documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the OpenCore Function and Software and related documentation are governed by the terms of this Agreement. Contractor/manufacturer is System Level Solutions, Inc., 14100 Murphy Ave, San Martin, CA 95046 and its Licensors.

10.10 "Confidential Information", shall mean the OpenCore Function, Software, Documentation, Specifications, and terms and conditions of this Agreement. LICENSEE acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than LICENSEE's employees with a need to know such Confidential Information to perform employment responsibilities consistent with LICENSEE's rights under this Agreement. LICENSEE shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections LICENSEE uses to protect its own confidential information of a similar nature. LICENSEE shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by LICENSOR, to prevent any unauthorized disclosure, copying or use of the Confidential Information. LICENSEE acknowledges and agrees that in the event of LICENSEE's breach of this paragraph, LICENSOR may suffer irreparable injuries not compensated by money damages and therefore may not have an adequate remedy at law. Accordingly, LICENSOR shall be entitled to seek a preliminary and final injunction to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy LICENSOR may have.

10.11 LICENSEE shall notify LICENSOR promptly upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by LICENSEE, and shall fully cooperate with LICENSOR to help LICENSOR regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.


10.13 LICENSEE shall not solicit the employment of any LICENSOR personnel who have been directly involved in the development, sale, installation, or support of the OpenCore Function and Software for a period of two (2) years from the last date of acceptance of any OpenCore Function and Software. For the purpose of clarity, general advertisement of open positions shall not constitute solicitation under this paragraph.

The signatories of this Agreement represent and warrant that they have the full authority to execute this Agreement respectively on behalf of LICENSOR and LICENSEE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.
EXHIBIT A
PRODUCTS

Products shall mean all OpenCore Function and Software provided to LICENSEE from LICENSOR pursuant to the Agreement including, but not limited to the following:
EXHIBIT B
DESIGNS

1st Design:
EXHIBIT C
PAYMENTS AND FEES
EXHIBIT D
AFFILIATES LIST