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**, a corporation organized and existing under the laws of Texas, with its head office located at:
511 N. Washington Avenue
Marshall, Texas 75670

and it's subsidiary and affiliates including,
SYSTEM LEVEL SOLUTIONS (INDIA) PVT. LTD.
32, D4, Phase – I, GIDC Estate,
V. U. Nagar – 388121.
Gujarat.
(hereinafter collectively referred to as "LICENSOR")

AND: _____ , a corporation organized and existing under the laws of _____

_____

_____

_____

(hereinafter collectively referred to as "LICENSEE")

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.

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 "OPENCORE FUNCTION AND SOFTWARE & LICENSE TERMS") and desire to grant LICENSEE a license to use.

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:

"FPGA Device(s)" means programmable logic devices and mask-programmable logic devices designed and manufactured by any company.

"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 a FPGA 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.

"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, non-exclusive, and worldwide license on OpenCore Function, in accordance with the specifications of Exhibit B ("Designs").

1.2 Except as otherwise provided in Paragraph 9.2, LICENSEE shall only use OpenCore Function to develop it's proprietary product(s) (hereinafter referred as "Licensee's products") and use, design, make, test, modify, assemble, import, distribute, and sell the said Licensee's products to any third parties in perpetuity, for legally permissible purpose and objects. LICENSEE may also provide design details of Licensee's products including information on OpenCore Function and Software, to LICENSEE's customers for enabling them to assist the LICENSEE in the development of the Licensee's product.

LICENSEE SHALL NOT MODIFY OR SYNTHESIZE ANY SIMULATION MODEL OUTPUT FILES GENERATED OR RESULTING FROM THE OPENCORE FUNCTION AND SOFTWARE.

LICENSEE IS EXPRESSLY PROHIBITED FROM USING THE OPENCORE FUNCTION WITH ANY SOFTWARE DEVELOPMENT TOOLS OTHER THAN FPGA DEVELOPMENT TOOLS.

1.3 LICENSEE shall not publish or disclose the results of any benchmarking of the OpenCore Function and Software, or use such results for LICENSEE's own software development activities, without the prior written permission of LICENSOR.

1.4 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, (whether or not incorporated in Licensee's products), shall continue to be subject to the terms and conditions of this Agreement.

1.5 The source code of the OpenCore Function and Software, and algorithms, concepts, techniques, methods and processes embodied therein (hereinafter referred to as "Confidential Information"), constitute trade secrets and confidential information which are proprietary to and owned by LICENSOR. LICENSEE agrees to not access or use such Confidential 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.

LICENSEE shall not disclose the OpenCore Function and Software and it's Confidential Information to any third party without LICENSOR's prior written authorization.

2. OPENCORE FUNCTION AND SOFTWARE LICENSE RESTRICTIONS:

THE LICENSEE SHALL 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 SHALL 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 CONFIDENTIAL INFORMATION THEREOF.

3. TERM:

This Agreement shall commence on the Effective Date and remain in force until terminated hereunder.
LICENSEE may terminate this Agreement upon written notice to LICENSOR at any time, such written notice confirming that LICENSEE has destroyed 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 of written notice from LICENSOR identifying such breach.
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 Licensee's products), and the licensees and rights under this Agreement shall terminate except that LICENSEE and licensee's customers may continue to sell and use Licensee's products which have been developed in accordance with this Agreement prior to the termination. In no event shall LICENSEE or it's agents/representatives use, OpenCore Function and Software or any portion thereof, after termination of this Agreement. In the event of termination for any reason whatsoever, the rights, obligations, and restrictions under Paragraphs 2, 4, 6.3, 8, and 9 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 per 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 as per laws applicable to it, other than taxes based on LICENSOR's income.

5. MAINTENANCE AND SUPPORT:

LICENSOR shall, for a period of twelve [12] months calculated from LICENSOR's delivery of OpenCore Software and Function to the LICENSEE ("Warranty Period").

5.1 use commercially reasonable efforts to provide LICENSEE with corrections or fixes to non-conformities in OpenCore Software and Function, provided that said non-conformities are notified to the LICENSOR in writing, and are, as such, diagnosable and/or replicable by LICENSOR;

5.2 provide LICENSEE with fixes and other updates to the OpenCore Software and Function 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.

5.4 In no event shall LICENSOR's obligations pursuant to Paragraph 5 (and Paragraph 6 below) exceed the total of the Payments and Fees made or to be made by LICENSEE pursuant to this Agreement.

6. LIMITED WARRANTIES AND REMEDIES:

6.1 LICENSOR represents and warrants that, during the Warranty Period, the OpenCore Function and Software 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 non-conformance, or (b) if LICENSOR is unable to remedy the non-conformance within a reasonable time, for LICENSEE to receive a refund of all fees paid to LICENSOR in connection with the defective part of OpenCore Function and Software. If LICENSEE receives such a refund, LICENSEE's license and rights under this Agreement for the defective OpenCore Function and Software shall immediately terminate and LICENSEE shall destroy the defective portion of the OpenCore Function and Software, including all copies thereof in any form (whether or not merged with Licensee's products), and to certify the same to LICENSOR.

6.2 The foregoing warranties apply only to OpenCore Function and Software delivered by LICENSOR or its agents. The warranties are provided only to LICENSEE, and is not transferable or extendable to any third party. Both parties agree that remedy under Paragraph 6.1 shall only be provided for those claims of breach (together with evidence thereof), reported 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 non-conformance or defect it cannot replicate using reasonable efforts. The warranties shall not extend to any OpenCore Function and Software or any portion thereof that has 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 AND SOFTWARE OR ANY PORTION THEREOF 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.

6.4 In no event shall LICENSOR's obligations pursuant to Paragraph 6 (and Paragraph 5 above) exceed the total of the Payments and Fees made or to be made by LICENSEE pursuant to this Agreement.

7. REPRESENTATION:

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

8. LIMITATIONS OF LIABILITY

8.1 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, or any warranty, maintenance and/or support obligation, exceed the aggregate amount of the fees paid by LICENSEE to LICENSOR under this Agreement.

8.2 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 ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR PARTICULARLY FROM 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.

8.3 THIS PARAGRAPH 8 SHALL NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY.

9. General:

9.1 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.

9.2 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 OpenCore Function and Software 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.

9.3 If LICENSEE has any questions concerning this Agreement, including software maintenance or warranty service, LICENSEE should contact System Level Solutions, Inc., 511 N. Washington Avenue, Marshall, Texas 75670.

9.4 Both parties agrees that the validity and construction of this Agreement, and performance hereunder, shall be governed by the laws of the State of Texas, without reference to it's conflict of law principles. 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 Marshall, Texas. 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.

9.5 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.

9.6 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.

9.7 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 the validity of the remaining provisions shall not be affected.

9.8 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.

9.9 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", respectively as per FAR 12.212 or DFARS 227.7202, or such related laws and regulation, and the rights to use, reproduce and disclose the OpenCore Function and Software and related documentation shall be governed by the terms of this Agreement.

9.10 Parties agrees that the terms and conditions of this Agreement, the OpenCore Function and Software shall be treated as Confidential Information. 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.

9.11 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.

9.12 BY USING THE OPENCORE FUNCTION AND SOFTWARE, THE LICENSEE AND THE LICENSOR ACKNOWLEDGE THAT THE LICENSEE AND THE LICENSOR HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. THE LICENSEE AND THE LICENSOR FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND THE LICENSOR, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, OR ANY OTHER COMMUNICATIONS BETWEEN THE LICENSEE AND THE LICENSOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, UNLESS THE LICENSEE HAVE A SEPARATE LICENSE SIGNED BY AN AUTHORIZED LICENSOR REPRESENTATIVE.

9.13 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.

SYSTEM LEVEL SOLUTIONS, INC.   _____

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Name   Name

_____   _____
Title   Title

EXHIBIT A
OPENCORE FUNCTION AND SOFTWARE & LICENSE TERMS

OpenCore Function and Software provided to LICENSEE from LICENSOR pursuant to the Agreement includes:

<center>EXHIBIT B
DESIGNS</center>

NIC/Host/MAC/DISK ID for License:

FPGA Development Tool Name and it's Version:

FPGA Device Family and it's Full Part Number:

Device Per Board:

End Application: Consumer / Electronic / Military / Test and Measurement / Automobile / Other:_____

Expected Volume/Year:

Manufacturer (PCB Design, Assembly, testing and packaging) of the Products:

Manufacturer Address:

Expected Prototype Date:

Expected Production Date:

Description of the Design:

EXHIBIT C
PAYMENTS AND FEES

EXHIBIT D
AFFILIATES