



Customer Name

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# IP Core License Agreement

Version 0.1

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*Parthusceva Confidential*

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This Agreement is entered into in Dublin, Ireland on the 20<sup>th</sup> day of December, 2002 (the "Effective Date") between ParthusCeva Ireland Ltd. ("ParthusCeva") with offices at 32/34 Harcourt Street, Dublin 2, Ireland and Customer Name ("Licensee"), with offices at Customer Address.

**Whereas**, Licensee designs, develops, and markets integrated circuits; and

**Whereas**, ParthusCeva has independently designed, developed, and owns or has the right to certain silicon and software intellectual property; and

**Whereas**, Licensee wishes to obtain a license from ParthusCeva, enabling Licensee to design, develop and market Integrated Circuits containing ParthusCeva Intellectual Property, which may be supplied to Licensee by ParthusCeva, under the terms hereinafter set forth.

**Now, Therefore**, the parties hereto agree as follows:

## 1 Definitions

The definitions set forth below shall apply wherever they appear in this Agreement and all exhibits hereto.

<b>"Customer"</b>	A Customer shall mean a customer of Licensee who purchases Licensed Products from Licensee under the terms of this Agreement.
<b>"Customer Support Materials"</b>	Customer Support Materials shall mean the materials identified as "Customer Support Materials" in <b>Exhibit C</b> ("Support Materials").
<b>"Application Support Materials"</b>	Application Support Materials shall mean the materials identified as "Application Support Materials" in <b>Exhibit C</b> ("Support Materials").
<b>"Deliverables"</b>	Deliverable(s) shall mean any and all deliverables to be delivered by ParthusCeva to Licensee pursuant to this Agreement, as listed in Exhibit F ("Deliverables and Delivery Schedule").
<b>"Licensee"</b>	Licensee shall mean the company named above.
<b>"Licensed IP Core"</b>	A Licensed IP Core shall mean a functional block in GDSII format licensed under the terms of this Agreement, which is either Listed in <b>Exhibit B (Licensed Materials)</b> , or subsequently provided by ParthusCeva. For the avoidance of doubt, a Licensed IP Core does not include schematics of the GDSII file pertaining to the Licensed IP Core or the ParthusCeva Designs.
<b>"Licensed Product"</b>	Licensed Product shall mean any semiconductor product including, but not limited to, wafer, die and packaged parts, all or part of which, is designed, manufactured or marketed by Licensee, that incorporates all or any part of any Licensed Materials pursuant to the licenses stipulated in this Agreement, for which the applicable License Fee and Re-Use Fees have been paid. For the purpose of determining whether a Licensed Product is a new or different Licensed Product, that is subject to a Re-Use Fee, it shall be considered a new Licensed Product if it is sent for manufacture by Licensee, or manufacture by a foundry, and is a combination of (a) any portion of ParthusCeva Designs or Licensed Materials and (b) Licensee's circuitry, either of which creates a material change or addition to the functionality or performance of an existing Licensed Product. A Licensed Product, which represents an error correction or bug fix to an existing Licensed Product, without adding additional functionality, shall not be a new Licensed Product and shall not be subject to a Re-Use Fee. To avoid further confusion, any Licensed Product which is given a new part number by Licensee shall also be considered a new Licensed Product and subject to a Re-Use Fee.
<b>"Licensed Materials"</b>	Shall mean all the Licensed Materials listed in <b>Exhibit E</b> , or subsequently provided by ParthusCeva.
<b>"ParthusCeva Designs"</b>	ParthusCeva Designs shall mean the functions listed in Exhibit A ("ParthusCeva Designs") that may contain all or part of the Licensed Materials:
<b>"License Fee"</b>	The License Fee shall be a fee payable for the first use of each Licensed IP Core
<b>"Re-Use Fee"</b>	Unless otherwise indicated herein a Re-Use Fee shall be a fee payable for the second and each subsequent use of a Licensed IP Core, which is triggered on the Tape-Out-Date of a new Licensed Product.

**“Tape-Out Date”**

The Tape-Out Date shall be the date of the first tape-out of a Licensed Product.

## 2 License

### 2.1 Licensed IP Cores

Subject to the terms and conditions of this Agreement, ParthusCeva hereby grants to Licensee a personal, non-exclusive, nontransferable license, without the right to modify or sublicense:

a) to use and copy the Licensed Materials to design, make, have made (provided such manufacturers agree to be bound by the relevant terms of this Agreement), use, import, offer to sell, sell and have sold Licensed Products worldwide.

The foregoing rights to the Licensed IP Cores are conditioned upon Licensee, and any manufacturers employed by Licensee: 1) at all times reproducing all ParthusCeva copyright and patent notices and proprietary legends on each copy of the Licensed IP Cores and 2) agreeing to a prohibition on modifying or disassembling any part of the Licensed IP Core.

### 2.2 ParthusCeva Retention of Title

ParthusCeva retains title and ownership of the Licensed Materials and all subsequent copies, modifications and updates thereof regardless of the form or media in or on which the original and other copies may exist. This license is not a sale of the Licensed Materials or any copy thereof. ParthusCeva and its suppliers reserve all rights in and to the Licensed Materials, not expressly granted to Licensee in this Agreement.

### 2.3 Nondisclosure of Licensed Materials

Except as otherwise provided herein, Licensee shall hold in confidence the Licensed Materials. Licensee shall not make the Licensed Materials or the documentation available in any form to any person other than to Licensee's employees with a need to know and to semiconductor manufacturers under the terms of Section 2.2 above. Licensee represents that it maintains a reasonable system consistent with semiconductor industry standards to protect its own confidential business information, including written agreements with its employees, and that Licensed Materials and related documentation will be protected by such system to the same extent.

### 2.4 Use of Customer Support Materials

Notwithstanding the provisions of Section 2.3 (“Nondisclosure of Licensed Materials”), in those cases where necessary to facilitate a Customer's understanding and use of Licensed Products, Licensee may provide copies of the Customer Support Materials, as identified in Exhibit C, Section 1, to the Customer on a need-to-know basis pursuant to written agreements signed by the Customer which include and require the following: a) a prohibition against sublicensing, assignment or transfer; b) a prohibition on copying, except for Customer's internal use for the limited purpose set forth above; and c) a restriction allowing the Customer to use the Customer Support Materials only in connection with the Licensed Products.

### 2.5 Use of Applications Support Materials

Notwithstanding the provisions of Section 2.3 (“Nondisclosure of Licensed Materials”), in those cases where necessary to facilitate a Customer's involvement in the design of Licensed Products, Licensee may provide copies of the Applications Support Materials, as identified in Exhibit C, Section 2, to the Customer on a need-to-know basis.

## 3 Consideration

### 3.1 License Fees and Re-Use Fees

In consideration for the rights and licenses granted in Section 2 ("License"), Licensee shall pay to ParthusCeva the non-refundable License Fees and Re-Use Fees in the amount(s) set forth in **Exhibit E** ("Fees").

#### 3.1.1 Re-Use Fee Payment and Reporting

Payment of the License Fee shall be invoiced in accordance with the payment schedule set out in **Exhibit E** ("Fees"). Re-Use Fees are triggered on the Tape Out Date for a new Licensed Product.

Within thirty (30) days after each calendar quarter, Licensee shall provide ParthusCeva with a written report stating the number of Licensed Products taped out during that previous quarter and the number of instances of Licensed IP Cores in each Licensed Product. The report shall be accompanied by payment of the appropriate amount for the number of re-uses during the quarter.

#### 3.1.2 Porting Fees

Not applicable to this agreement

#### 3.1.3 Support Fees

The support fees are as outlined in **Exhibit E** ("Fees").

#### 3.1.4 Audit

Licensee shall maintain a complete, clear, accurate record adequate to verify the use of the Licensed Materials and each report and payment, of the number of Re-Use Fees. To ensure compliance with the terms of this Agreement, ParthusCeva shall have the right, at any time, during the term of this agreement, and for one year thereafter, to have an inspection and audit of all of the relevant records of Licensee conducted at Licensee's principal offices by an independent third party auditor to which Licensee has no reasonable objection. Such audit shall only be conducted after ParthusCeva provides Licensee with at least ten (10) business day prior written notice of its intention to conduct such audit, during regular business hours and in such a manner as not to interfere with Licensee's normal business activities. If such inspections should disclose any underreporting, Licensee shall promptly pay ParthusCeva such amount, together with interest thereon at the rate of one percent (1.5%) per month or the highest interest rate allowed by law, whichever is lower, from the date on which such amount became due ParthusCeva from Licensee or its Affiliates, and if the underreporting is more than five percent (5%) of the amounts paid to ParthusCeva for the audited period, then Licensee shall also reimburse ParthusCeva for the costs of the audit.

### 3.2 Taxes

Licensee agrees to pay, and to indemnify and hold ParthusCeva harmless from, any sales, use, excise, import or export, value-added or similar tax or duty not based on ParthusCeva's net income, as well as any costs associated with the collection or withholding thereof, and all governmental permit fees, license fees and customs and similar fees levied upon license or the delivery by ParthusCeva of the Licensed Materials. Licensee will make all payments free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payment of fees and/or royalties to ParthusCeva will be Licensee's sole responsibility; and if a resale certificate or other certificate or document of exemption is required in order to exempt all or any of the Licensed Materials from any such liability, Licensee will promptly furnish it to ParthusCeva. All withholding tax certificates, documents, application forms, etc., should be forwarded to the following address, or such other address as provided by ParthusCeva:

ParthusCeva Ireland Ltd.  
Attention: Financial Controller

32/34 Harcourt Street  
Dublin 2, IRELAND

### 3.3 Terms of Payment

Terms of payment are *TBD pending credit evaluation*. Overdue payments shall bear interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower.

## 4 Delivery and Acceptance

### 4.1 Delivery

The Deliverables as set forth in **Exhibit F** ("Deliverables") shall be shipped or otherwise made available to Licensee FOB origin.

### 4.2 Acceptance

In the event that Licensee rejects a delivery of the Licensed Materials, it must provide written notice of rejection to ParthusCeva within fifteen (15) days after shipment, specifying the nature of any nonconformity of the Licensed Materials with the specifications for the ParthusCeva Designs. ParthusCeva's sole and exclusive obligation in the event of nonconformity shall be to use commercially reasonable efforts to rectify the nonconformity. If ParthusCeva does not receive written rejection of the Licensed Materials from Licensee within fifteen (15) days after shipment, the Licensed Materials for that delivery shall be deemed accepted.

## 5 Warranty

ParthusCeva warrants that during the 90 day period following delivery of any Licensed Material (the "Warranty Period"), a) such Licensed Material will be sufficient for a competent semiconductor designer to produce Licensed Products based on the ParthusCeva Designs and that the relevant ParthusCeva Designs will meet the functionality and performance described in the specifications for such ParthusCeva Designs. Licensee acknowledges that the Licensed Materials may not be error-free. Licensee's sole remedy for any breach of this warranty, which is reported to ParthusCeva during the Warranty Period, shall be for ParthusCeva to use commercially reasonable efforts to correct any errors in the Licensed Materials in question and to deliver the corrected Licensed Materials to Licensee as soon as they are available.

## 6 Support

Support for the Licensed Materials and ParthusCeva Designs shall be as set out in **Exhibit D** ("Support").

## 7 Modifications

ParthusCeva will, if requested in writing by Licensee, perform mutually agreeable modifications to the Licensed Materials to add to or change the functionality of the ParthusCeva Design upon a reasonable schedule to be agreed upon by the parties. The weekly Design Fee for such modifications is set forth in **Exhibit E** ("Fees"). All such modifications and documentation related thereto shall be deemed to form part of the Licensed Materials for all purposes of this Agreement. ParthusCeva shall have no liability or obligation with respect to any modifications to the Licensed Materials requested by Licensee and made by ParthusCeva.

## 8 Confidentiality

### 8.1 Announcement

Licensee agrees that ParthusCeva may issue a press release announcing the signature of this Agreement indicating that Licensee has licensed ParthusCeva PLL Technology and IP in the form of a Clock Synthesis IP

Core for integration into products that provide high-performance solutions for the wired, wireless and optical connectivity marketplace. Thereafter from time to time, either party may issue press releases relating to this Agreement or the relationship between the parties but only with the prior written approval of the other party.

## 8.2 Existence of Agreement

Except in regards to Section 8.1 ("Announcement"), ParthusCeva and Customer each agree that it will not otherwise disclose the existence of this Agreement without the written consent of the other party, except (a) to such party's accountants, attorneys or auditors in connections with their duties, (b) as may be required in connection with the enforcement of this Agreement, or (c) as required by law or judicial or administrative order, or by any regulatory authority to which such party shall be subject, where notice is provided to the other party of the proposed disclosure, and the other party is given the opportunity to challenge or limit such disclosure.

## 8.3 Treatment of Confidential Information

Each party agrees that it will not use in any way for its own account, or for the account of any third party, nor disclose to any third party except pursuant to this Agreement, any Confidential Information revealed to it by the other party. Each party shall take every reasonable precaution to protect the confidentiality of said information. Each party shall use the same standard of care in protecting the Confidential Information of the other party as it normally uses in protecting its own trade secrets and proprietary information, but in no event less than a reasonable degree of care.

## 8.4 Disclosure

Notwithstanding any other provision of this Agreement, no information received by a party hereunder shall be Confidential Information if said information is or becomes:

- (a) published or otherwise made available to the public other than by a breach of this Agreement;
- (b) furnished to a party by a third party without restriction on its dissemination;
- (c) approved for release in writing by the party designating said information as Confidential Information;
- (d) known to, or independently developed by, the party receiving Confidential Information hereunder without reference to or use of said Confidential Information; or
- (e) disclosed to a third party by the party transferring said information hereunder deliberately and specifically without restricting its subsequent disclosure and use by said third party.

## 8.5 Government or Court Order

Disclosure of any Confidential Information by a party hereto shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body or of any regulatory authority to which such party shall be subject, provided that the receiving party promptly notifies the other party of such order and makes a good faith effort, at the expense of the other party, to obtain a protective order requiring the Confidential Information so disclosed be kept in confidence and used only for the purpose for which such order was issued.

## 8.6 Unauthorized Third Party Use or Disclosure

In the event Licensee becomes aware of any unauthorized use or disclosure of the ParthusCeva Designs or Licensed Materials, Licensee shall notify ParthusCeva immediately and in writing, and shall give commercially reasonable cooperation to minimize the effects of such unauthorized use or disclosure.

## 9 Indemnification

### 9.1 ParthusCeva Indemnification

- a) ParthusCeva represents and warrants that the Licensed Materials hereunder do not violate the mask work rights, copyrights, or trade secrets of any third party.
- b) ParthusCeva shall indemnify and hold Licensee harmless from and against any and all claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) brought by third parties resulting from or relating to the breach of the foregoing or any infringement of any patent or other proprietary right of any third party (a "Claim"), provided that Licensee gives timely written notice to ParthusCeva of any such Claim and assists ParthusCeva, at ParthusCeva's expense, in the defense of such Claims. Licensee agrees that ParthusCeva shall have full and complete authority for the defense of such suit or proceeding, including without limitation, the right to settle same. In providing such defense, or in the event that such deliverable is held to infringe or the use of such deliverable is enjoined, ParthusCeva shall have the right at its sole discretion to obtain the right to continue using such deliverable or modify such deliverable so that it becomes non-infringing. ParthusCeva will have no liability under this section 9 ("Infringement") to the extent that (i) such claim or action is one against which Licensee must indemnify ParthusCeva under Section 12.6 ("General Indemnity"), (ii) such claim or action would have been avoided but for ParthusCeva's compliance with Licensee's design, specifications or instructions, or (iii) such infringement was caused by a modification to, or combination of, the Licensed Materials and such modification, or combination, was the cause of such infringement.
- c) THE FOREGOING REMEDY IS EXCLUSIVE AND CONSTITUTES ParthusCeva's SOLE OBLIGATION FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

### 9.2 DISCLAIMER

EXCEPT AS PROVIDED ABOVE, ALL DELIVERABLES WILL BE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. PARTHUSCEVA DOES NOT WARRANT THAT THE DELIVERABLES WILL BE ERROR-FREE. THE WARRANTY ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS CONCERNING THIS AGREEMENT OR THE DELIVERABLES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, REASONABLE SKILL AND CARE, FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

## 10 Limitation of Liability

- a) Independently of any remedy limitation hereof, and regardless of whether the purpose of such remedy is served, it is agreed that in no event shall ParthusCeva be liable for indirect, special, incidental or consequential losses or damages of any kind under this Agreement, including, without limitation, loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third-party claims.
- b) In no event shall ParthusCeva's liability to Licensee for all claims hereunder in respect of any particular Licensed Materials exceed 50% of the aggregate amount received by ParthusCeva by way of License Fees and Royalties in respect of the Licensed Materials being the subject of such claims. ParthusCeva's obligations hereunder do not extend to claims of infringement to the extent they arise from ParthusCeva's compliance with Licensee's design, specifications or instructions.
- c) In no event shall ParthusCeva's aggregate liability to Licensee for all claims hereunder exceed 50% of the aggregate amount received by ParthusCeva by way of License Fees and Re-Use Fees hereunder.

ParthusCeva's obligations hereunder do not extend to claims of infringement to the extent they arise from ParthusCeva's compliance with Licensee's design, specifications or instructions.

## 11 Term and Termination

### 11.1 Term

The term of this Agreement shall begin upon the Effective Date and shall continue indefinitely, unless sooner terminated in accordance with the terms hereinafter set forth.

### 11.2 Breach

If either party materially breaches a provision and either does not cure such breach within thirty (30) days after written notice from the other party, such other party shall have the right at its option to: (i)(a) suspend performance or payment until such breach is cured; (b) terminate this Agreement; or (c) seek a combination of (a) and (b); and (ii) seek those remedies available at law or equity to the extent not limited by the terms of this Agreement. It is further provided, however, that if the breach involves a delay in or failure to pay money when due, that the cure period shall be ten (10) days rather than thirty (30) days. The election of (i)(a), (b) or (c) above shall not excuse the breaching party from any obligation arising prior to the date of such election. A breach of any term of this Agreement by an Affiliate, or a manufacturer shall constitute a breach by Licensee for purposes of this Section.

### 11.3 Bankruptcy

Should either party: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file or have filed against it a petition in bankruptcy or seeking reorganization; (iv) have a receiver, manager, administrator or administrative receiver appointed; or (v) institute any proceedings for liquidation or winding up; then the other party may, in addition to other rights and remedies it may have, terminate this Agreement immediately by written notice.

### 11.4 Consequences

- a) Upon termination of this Agreement, the licenses, rights and covenants granted and the obligations imposed hereunder shall cease except as otherwise expressly set forth herein.
- b) Upon termination, Licensee shall destroy all of the Licensed Materials in its possession, including all copies and documentation in Licensee's possession and those copies furnished to semiconductor manufacturers under this Agreement, and provide to ParthusCeva written certification of such destruction within thirty (30) days of termination.
- c) Except in the case of Licensee's breach of sections 2 ("License"), 3 ("Consideration") and 8 ("Confidentiality"), Licensee may continue production of Licensed Products, which contain Licensed IP cores for which all License Fees and Re-Use Fees have been paid. However further re-use of Licensed Material in a new Licensed Product is prohibited.

### 11.5 Survival

All provisions of this Agreement that by their nature are intended to survive termination, including, without limitation, the provisions of Sections 2.3, 2.4 ("License"), 3 ("Consideration"), 5 ("Warranty"), 8 ("Confidentiality"), 11 ("Term and Termination") and 12 ("General Provisions") shall survive the expiration or termination of this Agreement.

## 12 General Provisions

### 12.1 Severability and Conflict

In the event that one or more provisions of this Agreement is held to be invalid, illegal or unenforceable for any reason, the same shall not affect any other provision of this Agreement, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such invalid, illegal or unenforceable provision within the limits of applicable law.

### 12.2 Assignment

Licensee shall not assign this Agreement without the prior written consent of ParthusCeva any attempt to do so 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 hereto.

### 12.3 Export

Licensee will not export or re-export, the Licensed Materials or Licensed Products without any required United States or foreign government licenses. Licensee will defend, indemnify and hold harmless ParthusCeva from and against all fines, penalties, liabilities, costs, damages and expenses incurred by ParthusCeva as a result of any violation of such laws or regulations by Licensee or any of its agents or employees.

### 12.4 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the United States of America and the State of California, without regard to the rules governing conflict of laws, as such laws are applied to agreements to be entered into and to be performed entirely within California between California residents. Any action or proceeding arising from or related to this Agreement may be brought in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such proceeding. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

### 12.5 No Waiver

The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.

### 12.6 General Indemnity

Licensee agrees to defend, indemnify and hold harmless ParthusCeva from and against any claims, suits, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) brought by third parties (including any Customer) to the extent they result from or relate to the marketing and distribution of the Licensed Products or result from any representations, warranties, guarantees or other written or oral statements made by or on behalf of Licensee relating to the Licensed Products.

### 12.7 No Other Licenses

Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of ParthusCeva's existing or future patents; however, ParthusCeva agrees that it will not assert any of its rights under such patents against Licensee or its Customers based on the manufacture, use or distribution of the Licensed Products as permitted by this Agreement. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon either party hereunder any licenses or other right except the licenses and rights expressly granted hereunder to a party hereto.

## 12.8 Headings

Headings or captions herein are merely for convenience and are not part of this Agreement and shall not in any way modify or affect the provisions of this Agreement.

## 12.9 Counterparts

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

## 12.10 Authorization

This Agreement and any supplement to it shall be binding on the parties only after acceptance at each party's offices by officers or authorized representatives of each party, as evidenced by an executed document.

## 12.11 Dispute Resolution

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions at an executive level between the parties, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules.

## 12.12 Publicity

Except as otherwise provided herein, nothing contained in this Agreement will be construed as conferring any right to use in advertising, publicity or other promotional activities any name, trade name, trademark, or other designation (including any contraction, abbreviation, or simulation of any of the foregoing) of the other party without the express written approval of such other party.

## 12.13 Notice

Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party may specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or, if sent by certified or registered mail, three (3) days after the date of mailing.

As to:

ParthusCeva Ireland Ltd. ("ParthusCeva")  
Attention: General Counsel  
32/34 Harcourt Street  
Dublin 2, IRELAND

As to:

Customer Name ("Licensee")  
Attention: General Counsel  
Address

## 12.14 Injunctive Relief

It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Licensee will cause ParthusCeva irreparable damage for which recovery of money damages would be inadequate, and that ParthusCeva shall therefore be entitled to obtain timely injunctive relief to protect ParthusCeva's rights under this Agreement in addition to any and all remedies available at law.

#### 12.15 Entire Agreement

This Agreement and its attachments constitute the full and complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by each of the parties hereto. The printed terms and conditions of any purchase order form issued by Licensee shall not modify or be a part of this Agreement.

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**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Agreement effective as of the date first written above.

For ParthusCeva:	
Eoin Gilley, Chief Operations Officer	Date

For Customer Name:	
Name, Title	Date

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## Exhibit A: ParthusCeva Designs

**ParthusCeva Designs** shall mean the functions listed hereunder that may contain all or part of the Licensed Materials:

- The PLL and Clock Synthesis Technology and Intellectual Property, including but not limited to, design architectures, schematics, layout and computational design algorithms, incorporated in the Licensed Materials
- The Licensed IP Core being the embodiment of the functions and specifications described hereunder
- Associated design documentation.

### Licensed IP Core Specifications

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## Exhibit B: Licensed Materials

### 1. Licensed IP Cores

- Any IP Core in GDSII format delivered by ParthusCeva under the terms of this Agreement
- CDL Netlist for the IP Core

## Exhibit C: Customer Support Materials

### 1. The Customer Support Materials are:

- User Documentation including Functional Specification for each Licensed IP Core
- Verilog Behavioral Model

### 2. The Applications Support Materials are:

- Synopsys compatible .LIB file for timing analysis
- Cadence compatible .LEF file for place and route

## Exhibit D: Support

### **Support Program**

#### **Licensed IP Cores**

Each delivery of a Licensed IP Core includes 8 hours of free telephone and email support applied to that specific Licensed IP Core. Telephone and email support shall include, support to explain the functionality of, or detect and correct, within reason, difficulties in the Licensee's use of the Licensed IP Core. If a problem cannot be resolved remotely, Licensee may

- a) document the problem for ParthusCeva's analysis and ParthusCeva will investigate and correct the problem for the Support Fee set out in **Exhibit E ("Fees")**; or
- b) request ParthusCeva's assistance in identifying and resolving the problem at the Licensee's site for the Support Fee set out in **Exhibit E ("Fees")**.

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## Exhibit E: Fees

### License Fees

Pursuant to section 3.1, the Fees in Table 1 below shall apply.

ITEM	COMPONENT	LICENSE FEE	NOTE
1	License Fee for Clock Synthesis IP Core		1,2
2	Re-use Fee for the Clock Synthesis IP Core		1,2

Table 1: License Fees

- Prices are in US Dollars and exclude all duties, taxes or other delivery related expenses.
- For the avoidance of doubt payment of Item 1 in Table 1 above allows for multiple instantiations of the Licensed IP Core in a Licensed Product. Any additional Use in a new Licensed Product will be subject to the Re-Use Fee Item 2 in Table 1.

### Fee Payment Schedule

ITEM	COMPONENT	SCHEDULE
1	On Contract Signature	\$xxK, Item 1 Table 1
2	On Delivery of GDSII for Clock Synthesis IP Core	\$xxK, Item 1 Table 1
3	Re-use Fees.	On first Tape-out of new Licensed Product

Table 2: Payment Schedule

### Royalty

No Royalty shall be payable on any Licensed Product for which the appropriate License Fee or Re-Use Fee has been paid (the License Fee or Re-Use Fee acting as a 'Royalty Buy-Out' in this case).

### Support Fee

The Support Fee is \$9,000 per engineering man-week of effort, exclusive of reasonable travel expenses. The Support Fee may be reviewed by ParthusCeva on or after each anniversary of the Effective Date.

### Design Fee

The Design Fee is \$9,000 per engineering man-week of effort, exclusive of reasonable travel expenses. The Design Fee may be reviewed by ParthusCeva on or after each anniversary of the Effective Date.

**Exhibit F – Deliverables**

Item	Deliverable
1	Verilog Behavioral Model for IP Core
2	Synopsis compatible .LIB file for timing analysis
3	Cadence compatible .LEF file for place and route
4	CDL Netlist for the IP Core
5	GDSII for the IP Core
6	User Documentation including Functional Specification for each Licensed IP Core

Notes:

1. Capabilities of the Verilog Model:

- The Verilog Behavioral Model responds to a defined start-up sequence and produces the correct outputs.
- It does not respond to a “refClk” with varying frequency or that slips in frequency.
  - The model will not work correctly if forced to operate outside specified speed. Out of bounds operation is highlighted by the model.
  - A Power on Reset is needed subsequent to a change in the divider bus value.
  - When refClk is taken away in the test-bench, this will cause the output clocks to instantaneously die, in reality clocks will slowly decay.