

## IP CORE SITE LICENSE AGREEMENT

This Agreement is a legal agreement between You and Microtronix Datacom Ltd. ("Microtronix"). This Agreement governs Your use of the IP Core provided by email, on a compact disk or download from a website. UNLESS YOU HAVE A SEPARATE AGREEMENT SIGNED BY AN AUTHORIZED MICROTRONIX REPRESENTATIVE, BY USING THIS IP CORE AND/OR PAYING A LICENSE FEE, YOU ARE AGREEING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

IN THE EVENT THAT YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THE AGREEMENT, DO NOT USE THE IP CORE AND PROMPTLY UNINSTALL AND DESTROY ANY COPIES YOU HAVE MADE.

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### 1. DEFINITIONS.

1.1 "Altera" means Altera Corporation – Santa Cruz, 101 Innovation Drive, San Jose, CA, 95134, USA.

1.2 "Confidential Information" means any business, marketing, technical, scientific or other information disclosed by a party and relating to such Party's operations, products, designs, plans, strategy, customers, business opportunities, finances, research, development, know-how, trade secrets or employees, and, at the time of disclosure, is designated as confidential, is disclosed in circumstances of confidence, or would be understood by the receiving party, exercising reasonable business judgment, to be confidential.

1.3 "Documentation" means user manuals, reference manuals, on-line help or other printed material or instructions accompanying the IP Core.

1.4 "Floating Node Server License" means an IP Core license on a server available to remote other computers (Nodes) through a local area network which enables the user to compile IP Core design files required to program FPGA devices.

1.5 "IP Core" means one or more design files (including encrypted net lists, test vectors, simulation models (VHDL and Verilog HDL), and other models either as source (obfuscated or in encrypted format) each designed to implement or support the design of a specific virtual design component (sometimes referred to a core or Logic Function) into a Programmable Logic Device, Field Programmable Gate Array (FPGA) or an Altera HardCopy® device together with any updates that Microtronix provides to You under this Agreement.

1.6 "Licensed Material(s)" means the design data and information relating to Microtronix's virtual design component (also referred to as "IP core") that is made available to Licensee, subject to the terms of this License.

1.7 "Licensed Product(s)" means any integrated circuits designed, manufactured or marketed by or on behalf of Licensee that incorporate all or any part of the IP Core or were designed using any of the IP Core.

1.8 "Licensed Site" means a geographic location in which Licensee conducts business, with a radius of no more than five (5) miles.

1.9 "Licensee" or "You" means the person, either individual or company, that is obtaining the Licensed Materials from this website subject to the terms herein to be completed in connection with this License.

1.10 "Licensor" means Microtronix whom with respect to the specific IP Core grants You rights for the evaluation and use of the IP Core subject to the terms of this Agreement.

1.11 "Microtronix" means Microtronix Datacom Ltd., 9-1510 Woodcock Street, London, ON, Canada, N6H 5S1.

1.12 "Non-Altera Devices" means Programmable Logic Devices, Field Programmable Gate Arrays, ASICs, standard cell products, or any other semiconductor device manufactured by any company other than Altera.

1.13 "OpenCore Evaluation Program" means a limited licensing program offered by Altera and supported by Microtronix that permits a free computer emulation evaluation of an IP Core prior to payment of a licensing fee.

1.14 "OpenCore Plus Evaluation Program" means a limited licensing program offered by Altera and supported by Microtronix that permits a free evaluation of a IP Core prior to payment of a licensing fee and, as to Time-Limited IP Cores only, permits in-circuit programming of Altera Devices solely for evaluation purposes of an IP Core in Altera Devices prior to purchase of a license.

1.15 "Party" means Microtronix or You.

1.16 "Specifications" mean Microtronix's technical description for the IP Core to the extent that such specifications relate to the operation, performance and other material attributes of the IP Core.

1.17 "Time-Limited IP Core" means a limited version of an IP Core that may only be programmed into an Altera Device and evaluated for a predetermined number of clock cycles, after which the IP Core is automatically disabled and inoperable until the Altera Device is reprogrammed.

1.18 "Updates" mean the object code revisions to the IP Core that are generally made available to the current Licensees of similar Microtronix IP Core.

## **2. LICENSE GRANT, RESTRICTIONS AND CUSTOMER OBLIGATIONS.**

2.1 License Grant. Upon payment of the applicable fees subject to the terms and conditions herein, Microtronix grants to You a single computer (Node), single-user, nontransferable, nonexclusive, perpetual license to use the IP Core at the Licensed Site as follows. You may:

- (a) design with, parameterize, compile, simulate and route the IP Core to produce programming files,
- (b) program FPGA devices with the IP Core,
- (c) use the IP Core on a single computer (Node) only unless You have purchased a Floating Node Server License; and
- (d) except as otherwise provided in Paragraph 8.7 titled Export Law Compliance, You may use, distribute, sell, and or otherwise market Licensed Products containing the IP Core to any third party in perpetuity. You may also sublicense Your right to use and distribute Licensed Products containing the IP Core as necessary to permit Your

distributors to distribute and Your customers to use Licensed Products containing the IP Core.

YOU ARE NOT PERMITTED TO MODIFY OR SYNTHESIZE ANY SIMULATION MODEL OUTPUT FILES GENERATED OR RESULTING FROM THE IP CORE. You may not publish or disclose the results of any benchmarking of the IP Core, or use such results for Your own competing software development activities, without the prior written permission of Microtronix.

2.1.1 OpenCore® Evaluation License: If You have acquired this IP Core through Microtronix's Altera OpenCore Evaluation Program, Your license is more limited than the license granted under Paragraph 2.1, titled License Grant of this Agreement. Under Microtronix's OpenCore Evaluation Program, Microtronix grants to You a single user, node-locked, non-transferable, non-exclusive license to perform design entry, timing, place and route, compilation and verification of logic designs for Altera Devices for evaluation purposes only. You are not permitted to program Altera Devices or non-Altera Devices using any IP Core obtained through the OpenCore Evaluation Program. You must acquire from Microtronix a license that specifically permits the programming of Altera Devices prior to doing so.

2.1.2 OpenCore® Plus Evaluation License: If You have acquired this IP Core through Microtronix's Altera OpenCore Plus Evaluation Program, Your license is more limited than the license granted under Paragraph 2.1, titled License Grant of this Agreement. Under Microtronix's Altera OpenCore Plus Evaluation Program, Microtronix grants to You a single user, node-locked, non-transferable, non-exclusive license to perform design entry, timing, place and route, compilation and verification of logic designs for Altera Devices for evaluation purposes only. You are not permitted to program Altera Devices or non-Altera Devices using any IP Core obtained through the Altera OpenCore Plus Evaluation Program; provided, however, that You may program Altera Devices using the Time-Limited IP Core obtained through the OpenCore Plus Evaluation Program solely for evaluation purposes. You are expressly prohibited from using the Time-Limited IP Core or IP Core to program non-Altera Devices. WITHOUT LIMITING THE EFFECT OF PARAGRAPH 6.1 TITLED LIMITATION, IN NO EVENT WILL MICROTRONIX BE HELD LIABLE FOR ANY DAMAGES OR LOSSES TO YOU OR ANY THIRD-PARTY RESULTING FROM THE AUTOMATIC DISABLING OF ANY TIME-LIMITED IP CORES. You must acquire from Microtronix a license that specifically permits the programming of Altera Devices for production use prior to doing so.

## 2.2 Intellectual Property Rights.

2.2.1 The source code of the IP Core, and algorithms, concepts, techniques, methods and processes embodied therein, constitute trade secrets and confidential and proprietary information of MICROTRONIX and its licensors and Licensee shall not access or use such trade secrets and information in any manner, except to the extent expressly permitted herein. MICROTRONIX and its licensors retain all rights with respect to the IP Core, (and any updates, improvements, new versions and releases thereof) including; copyright, patent, trade secret and other proprietary rights, not expressly granted herein.

2.2.2 Licensee agrees to maintain the secrecy of the contents of the IP Core and implement adequate safeguards to prevent and protect the contents of the IP Core from unauthorized use or disclosure. To protect such Intellectual Property Rights, You may not decompile, reverse engineer, disassemble, or otherwise reduce the IP Core to a human-perceivable form. You may not modify or prepare derivative works of the IP Core in whole or in part, except with respect to the purposes of the Licensed Project. Nothing contained in this License will be construed by

implication, estoppel or otherwise upon either Party any license or other right except the licenses and rights expressly granted hereunder to a Party hereto.

2.3 License Restrictions. The license granted herein does not permit You to, and You agree that You will not:

- (a) use, distribute, sell, transfer, market or otherwise commercially exploit the IP Core to any third party unless You have first obtained a separate distribution license from Microtronix;
- (b) assign, sublicense, lease, distribute or transfer in any way the rights granted to You herein, without the prior written consent of Microtronix;
- (c) use the Licensed Materials in Altera HardCopy devices unless Licensee has entered into a separate written agreement with Microtronix for such use;
- (d) use the IP Core for any use other than the purposes set out herein;
- (e) provide, lease, lend, use for timesharing, application service provider or service bureau purposes, or otherwise use or allow others to use the IP Core for their own benefit or for the benefit of third parties;
- (f) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the IP Core by any means whatever (provided that if You are located in a member nation of the European Union or other jurisdiction that permits limited reverse engineering notwithstanding a contractual provision to the contrary, You may perform limited reverse engineering, but only after giving notice to Microtronix and only to the extent permitted by the applicable law).

2.4 Copying. This License allows You to copy the IP Core only to the extent necessary for the Licensed Project, and for archival and back-up purposes, provided always that You will at all times and in such instances, reproduce all copyright notices on each copy in the same manner as such notices and legends appeared on the original. No other copies may be made without the Licensor's prior written consent.

2.5 Payment and Taxes. You agree to pay to Microtronix the license fee specified by Microtronix for the IP Core. You are responsible for all taxes, duties, or similar charges imposed by any government except for any taxes owed on licensing fees or royalties paid to Microtronix. You agree to reimburse Microtronix for all federal, state, dominion, provincial, or local sales, VAT, use, personal property, import, export, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement.

2.6 Indemnification.

2.6.1 Unless You have acquired the IP Core through Microtronix's OpenCore or OpenCore Plus Evaluation Programs, Microtronix shall, subject to the limitations of Section 6 titled LIMITATION OF LIABILITY, defend You against any proceeding brought by a third party to the extent based on a claim that the IP Core, as delivered by Microtronix or its authorized distributor and as used in accordance with this Agreement, infringes a third party's copyright, trade secret, patent, or any other intellectual property right ("IP right"), and pay any damages awarded in the proceeding as a result of the claim (or pay any amount agreed to by Microtronix as part of a settlement of the claim), provided that Microtronix shall have no liability hereunder unless You notify Microtronix promptly in writing of any such proceeding or claim, give Microtronix sole and complete authority to control the defense and settlement of the proceeding or claim, and provide Microtronix with any information, materials, and other assistance requested by Microtronix.

2.6.2 In the event of any such claim or proceeding or threat thereof, Microtronix may (and, in the event any such claim or proceeding results in the issuance of an injunction by a court of competent jurisdiction prohibiting You from using the IP Core, Microtronix shall), at its option and expense and subject to the limitations of Paragraph 6 titled LIMITATION OF LIABILITY, seek a license to permit the continued use of the affected IP Core or use commercially reasonable efforts to replace or modify the IP Core so that the replacement or modified version is non-infringing or has a reduced likelihood of infringement, provided that the replacement or modified version has functionality comparable to that of the original. If Microtronix is unable reasonably to obtain such license or provide such replacement or modification, Microtronix may terminate Your license and rights with respect to the affected IP Core, in which event You shall return to Microtronix the affected IP Core, including all copies and portions thereof in any form (including any portions thereof merged into a design or product but excluding copies incorporated into Licensed Products previously shipped), and certify the same to Microtronix, and Microtronix shall refund the license fee paid by You for the affected IP Core.

2.6.3 Microtronix shall have no liability or obligation to You hereunder for any infringement or claim based on or resulting from;

- (a) the combination or use of the IP Core with other vendor products or components;
- (b) modification of the IP Core by anyone other than Microtronix and its authorized distributors;
- (c) the use of other than the most recent version of the IP Core if the infringement or claim would have been avoided (or the likelihood thereof reduced) by use of the most recent version, requirements specified by You; or
- (d) use of the IP Core in any way not contemplated under this Agreement.

2.6.4 The provisions of this Section 2.6 states the entire liability and obligations of Microtronix, and Your 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.

### **3. MAINTENANCE AND SUPPORT.**

3.1 Unless You have acquired the IP Core through Microtronix's OpenCore or OpenCore Plus Evaluation Programs, for a period of one (1) year from Microtronix's shipment to You of the license file for the IP Core, Microtronix shall:

- (a) use commercially reasonable efforts to timely provide You with fixes to defects in the IP Core that cause the IP Core not to conform substantially to the Specifications and that are diagnosed as such and replicated by Microtronix;
- (b) in accordance with their release schedule, provide You with fixes and other updates to the IP Core that Microtronix chooses to make generally available to its customers without a separate charge; and
- (c) respond in a timely fashion by telephone or email to inquiries from You regarding maintenance and support.

### **4. LIMITED WARRANTY.**

4.1 Limited Warranty. Microtronix warrants that for a period of one (1) year from the date that You receive the IP Core that the IP Core will substantially conform to the published IP Core Specifications. This limited warranty applies only to IP Core delivered to You by Microtronix and may not be transferred, extended or assigned by You to any third party. Any breach of this warranty must be reported to Microtronix during the one (1) year warranty period.

4.2 Unless You have acquired the IP Core through Microtronix's Altera OpenCore or Altera OpenCore Plus Evaluation Programs, Microtronix represents and warrants that, for a period of one (1) year from the date of Microtronix's shipment to You of the license file for the IP Core ("Warranty Period"), the IP Core will substantially conform to the Specifications. Your sole remedy, and Microtronix's sole obligation, for a breach of this warranty shall be:

- (a) for Microtronix to use commercially reasonable efforts to remedy the nonconformance, or
- (b) if Microtronix is unable substantially to remedy the nonconformance, for You to receive a refund of license fees paid during the previous one (1) year for the defective IP Core. If You receive such a refund, You agree that Your license and rights under this Agreement for the defective IP Core shall immediately terminate and You agree to destroy the defective IP Core, including all copies thereof in any form and any portions thereof merged into a design or product, and to certify the same to Microtronix.

4.3 The foregoing warranties apply only to IP Cores delivered by Microtronix or its authorized distributors. The warranties are provided only to You, 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. You shall provide Microtronix with such evidence of alleged non-conformities or defects as Microtronix may reasonably request, and Microtronix shall have no obligation to remedy any non-conformance or defect it cannot replicate. The warranties do not extend to any IP Core or CD-ROMs which have been damaged as a result of accident, misuse or abuse, or as a result of service or any other modification by anyone other than Microtronix or any authorized distributor.

4.4 Notwithstanding anything contained herein to the contrary, any IP Core obtained by You through the OpenCore Evaluation Program or the OpenCore Plus Evaluation Program is provided by Microtronix "as is" and with no warranty or representation whatsoever.

4.5 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE IP CORE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND MICROTRONIX 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 IP CORE AND ANY DESIGN OR PRODUCT IN WHICH THE IP CORE MAY BE USED. SHOULD THE IP CORE PROVE DEFECTIVE, EXCEPT AS OTHERWISE DESCRIBED UNDER THIS AGREEMENT, NEITHER MICROTRONIX NOR ITS AUTHORIZED DISTRIBUTORS ASSUME LIABILITY FOR ANY COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION.

4.6 Exclusive Remedies. Microtronix's entire liability, and Your sole and exclusive remedy, for a breach of the warranty set out in section 4 shall be, at Microtronix's sole option, for Microtronix to: (i) return the license fee paid by You; (ii) provide a fix, patch or work-around; (iii) replace the IP Core with an IP Core that has similar functionality; or (iv) use commercially reasonable efforts to promptly correct the breach. If You receive a refund of the license fee paid by You, this Agreement and any rights You may have hereunder shall immediately terminate and You agree to destroy all IP Core, including all copies thereof in any form and including any portions thereof merged into any design or product.

4.7 Disclaimers. Except as expressly set out above, Microtronix makes no representations, warranties or conditions, express, statutory or implied, with respect to the Licensed Materials,

services or advice provided by Microtronix hereunder, including maintenance and support services. Microtronix expressly disclaims all other representations, warranties or conditions, including without limitation any implied or statutory warranties or conditions of merchantability, title, non-infringement or fitness for a particular purpose. Microtronix does not warrant that any Product will meet Your requirements or that it will function uninterrupted, error free or that all defects will be corrected. You assume the entire risk as to the results and performance of the Licensed Materials. Microtronix shall have no obligation to remedy any non-conformance or defect that You cannot sufficiently evidence or that Microtronix cannot replicate.

## **5. CONFIDENTIALITY AND PUBLICITY.**

5.1 Confidentiality. Except for the specific rights granted by this Agreement, neither Party shall use or disclose any Confidential Information of the other Party. A Party receiving Confidential Information from the other shall use the same degree of care to protect the confidentiality of such Confidential Information as it uses for its own confidential information, but in no event less than reasonable care, including ensuring that such information is disclosed to employees and agents on a need to know basis and that all such employees and agents have agreed in writing not to disclose Confidential Information. Within fifteen (15) days of the request of the disclosing party, and in its sole discretion, the receiving party shall either return to the disclosing party originals and copies of any Confidential Information and all information, records and materials developed from them by the receiving party, or destroy the same. Either party may only disclose the general nature, but not the specific terms and conditions, of this Agreement without the prior consent of the other party. The disclosure obligations contained herein shall continue for a period of ten (10) years after expiration or termination of this Agreement.

5.2 Microtronix Confidential Information. Notwithstanding anything contained herein, all information concerning Microtronix products and services, Licensed Materials, Microtronix benchmarks, pricing of Microtronix products and services, technical documentation concerning Microtronix's products and services, and information concerning future Microtronix products and services, shall be deemed to be Confidential Information of Microtronix.

5.3 Injunctive Relief. The parties acknowledge that monetary damages may not be an adequate remedy if this section is breached and therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or similar equitable relief against such breach.

## **6. LIMITATION OF LIABILITY.**

6.1 LIMITATION. THE TOTAL LIABILITY OF MICROTRONIX, AND ITS SUPPLIERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SHAREHOLDERS AND EMPLOYEES, UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR THE CAUSE OF ACTION, IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE RIGHT TO USE THE LICENSED MATERIALS. IN NO EVENT WHATSOEVER WILL MICROTRONIX BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT MICROTRONIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND MICROTRONIX EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. EXCEPT AS EXPRESSLY STATED HEREIN, YOU ASSUME THE ENTIRE RISK AS

TO THE QUALITY AND PERFORMANCE OF THE LICENSED MATERIALS AND ANY DESIGN OR PRODUCT IN WHICH THE LICENSED MATERIALS MAY BE USED. THE PARTIES AGREE THAT THESE LIMITATIONS ARE REASONABLE IN SCOPE AND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN SETTLED TAKING INTO ACCOUNT SUCH LIMITATIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MICROTRONIX RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (WHETHER IN TORT, CONTRACT OR OTHERWISE) EXCEED THE AGGREGATE AMOUNT OF THE LICENSE FEES PAID BY YOU UNDER THIS AGREEMENT. IN NO EVENT WHATSOEVER SHALL MICROTRONIX BE LIABLE (WHETHER IN TORT, CONTRACT OR OTHERWISE) FOR (A) ANY LOST PROFITS, LOST REVENUE OR LOST BUSINESS, (B) ANY LOSS OR DAMAGE TO SOFTWARE OR DATA, (C) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES; EVEN IF MICROTRONIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES.

## **7. TERM AND TERMINATION**

7.1 Term and Termination. This Agreement is effective until terminated. You may terminate it at any time by destroying the IP Core together with all copies and portions thereof in any form (except as provided below). It will also terminate immediately if You breach any term of this Agreement and upon conditions set forth elsewhere in this Agreement.

7.2 Effect of Termination. Upon any termination of this Agreement, You shall destroy the IP Core, including all copies and portions thereof in any form (whether or not merged into a design or Licensed Product), and Your license and rights under this Agreement shall terminate except that You and Your customers may continue to sell and use Licensed Products which have been developed in accordance with this Agreement and shipped prior to the termination. In no event may any portions of the IP Core be used in development after termination. In the event of the termination of this Agreement for any reason, the provisions of those sections hereof which are reasonably intended to survive termination of this Agreement shall survive such termination and continue to be valid and binding.

## **8. GENERAL PROVISIONS.**

8.1 Integration and Severability. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by You, and You hereby disclaim any terms therein. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

8.2 Modification and Waiver. This Agreement may be amended only by a written instrument signed by a duly authorized representative of Microtronix. A waiver or grant of extension by either party with respect to any term or condition of this Agreement, or any breach thereof, shall not constitute a waiver or operate as a grant of extension with respect to any subsequent event or breach nor constitute a waiver or operate as a grant of extension with respect to any other term, condition or breach.

8.3 Governing Law. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

8.4 Dispute Resolution. Any dispute hereunder will be negotiated between the parties commencing upon written notice from one party to the other. Settlement discussions and materials will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. If the dispute is not resolved by negotiation within 45 days following such notice, the parties will refer the dispute to non-binding mediation. The parties will share the costs of mediation. If the dispute is not settled by mediation within ninety (90) days of receipt of the original notice from the aggrieved party, and the aggrieved party wishes to pursue the matter further it shall be settled by binding arbitration in accordance with the Arbitrations Act (Ontario), with all hearings to take place in Ontario, unless otherwise agreed by the parties. Any judgment or award rendered by such arbitrator(s) shall be entered with a court of competent jurisdiction as a final judgment and adjudication. This section does not affect the rights of the parties to seek injunctive relief when appropriate to enforce rights hereunder.

8.5 Non-Assignment. You may not transfer assign or transfer this Agreement or any rights or obligations herein without the prior written consent of Microtronix, which will not be unreasonably withheld. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

8.6 Independent Contractor. The relationship between Microtronix and You is that of independent contractors and neither You nor Your agents shall have any authority to bind Microtronix in any way and shall not do so or attempt to do so.

8.7 Export Law Compliance. You agree to comply with all export laws and restrictions and regulations of any domestic or foreign agency or authority, and not to export or re-export any Licensed Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals.

8.8 Notice. Any notice required or permitted hereunder shall be in English, in writing, and directed to a Party at its normal business address or to such other person or address as the parties may designate in writing, and shall be deemed to be properly given upon the earlier of: (i) immediately upon confirmed receipt or transaction report (including by facsimile or e-mail); (ii) 5 business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested; or (iii) 2 business days after being sent via private industry courier.

8.9 AGREEMENT TO BE BOUND. BY USING THE IP CORE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU AGREE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND MICROTRONIX WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THAT THIS AGREEMENT SUPERCEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND MICROTRONIX.

End of Agreement (Version 2.3)