

# Sigstream LLC FPGA Core License Agreement

PLEASE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CHECKING THE AGREEMENT BOX OR BY DOWNLOADING AND USING THE CORE, YOU AGREE ON BEHALF OF LICENSEE TO BE BOUND BY THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO BE BOUND TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CHECK THE AGREEMENT BOX AND DO NOT DOWNLOAD OR USE THIS CORE. ANY AND ALL UPDATES AND REVISIONS TO THE CORE ARE ALSO SUBJECT TO THIS AGREEMENT.

## 1. Definitions

- “License Agreement”, “License” and “Agreement” refer to this legally binding document.
- “Core”, “Software”, or “Licensed Material” includes the design files in either source (VHDL/Verilog) or binary form.
- “Licensee” or “You” means the legal entity to which Sigstream LLC has issued the License described herein.
- “Business Entity” means any type of company or organization, or an individual working independently.
- The “Effective Date” means the date on which the Licensee checks the agreement box, downloads, or uses the Licensed Material, whichever occurs first.
- “Semiconductor Device” means a physical integrated circuit, such as a specific FPGA or ASIC chip.

## 2. License

Subject to full payment of applicable fees and to the terms and conditions described herein, Sigstream LLC hereby grants Licensee a non-exclusive, non-transferable license to:

- a. Use the Core within the Licensee’s Business Entity to create, simulate, test, and implement designs targeting a specific semiconductor device.
- b. Sell or distribute to a third party outside of the Licensee’s Business Entity any implemented designs in binary format that target a specific semiconductor device.

## 3. Restrictions

- a. The Licensee shall not use the Licensed Material for any purpose other than stated in [2a] or share the Licensed Material with any person or Business Entity outside of Licensee’s Business Entity.
- b. The Licensee shall not sell, rent, loan, re-license, or distribute this Core in any form except as allowed in [2b].
- c. Any derivative works shall also be restricted by [3a] and [3b].

## 4. Term and Termination

- a. This Agreement will begin on the Effective Date and will remain in effect until terminated in accordance with section 4.
- b. Licensee may terminate this License at any time.
- c. Upon termination of the License, Licensee will destroy the Licensed Material and all copies and derivative works, including any inclusions into any designs or products. Licensee shall certify destruction of Licensed Material in writing to Sigstream LLC within 30 days of termination.
- d. Upon termination of this License the rights granted by Sigstream LLC to Licensee will cease.

- e. Upon termination of this Agreement, sections 3, 4, 5, 6, and 8 of this License will survive the termination.
- f. If the Licensee fails to comply with any of the provisions in this Agreement, Sigstream LLC retains the right to terminate the License Agreement.
- g. License fee will not be refunded upon termination of this License by either party.

## 5. Ownership

The Licensee acknowledges that Sigstream LLC shall retain sole ownership of Licensed Material including any intellectual property rights.

## 6. Disclaimers

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 7, THE LICENSED MATERIAL IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SIGSTREAM LLC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIAL WILL MEET LICENSEE'S REQUIREMENTS, THAT THE LICENSED MATERIAL WILL OPERATE PROPERLY IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE LICENSED MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE. SIGSTREAM LLC IN NO EVENT SHALL BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE CORE OR THE USE OR OTHER DEALINGS IN THE CORE.

THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED TO BE FAIL-SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN LIFE-SUPPORT OR SAFETY DEVICES OR SYSTEMS, CLASS III MEDICAL DEVICES, NUCLEAR FACILITIES, APPLICATIONS RELATED TO THE DEPLOYMENT OF AIRBAGS, OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CRITICAL APPLICATIONS"). LICENSEE ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF THE LICENSED MATERIALS IN CRITICAL APPLICATIONS.

## 7. Limited Warranty

Sigstream LLC warrants that if within one (1) year of the Effective Date, the Licensee reports in writing to Sigstream LLC that the Core does not substantially perform to the specifications given in the datasheet, Sigstream LLC will, at their sole discretion, provide a working replacement core or refund the license fee paid by the Licensee. If a refund is given, this License Agreement will be terminated following the conditions set forth in section 4 of this Agreement.

## 8. General

- a. This Agreement shall be governed by the laws of the state of Virginia.
- b. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable, or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.
- c. This Agreement constitutes the entire Agreement between the Licensee and Sigstream LLC relating to the Licensed Material and supersedes any and all prior representations, discussions, and agreements.