



## FIRMWARE KIT LICENCE TERMS

These are the Firmware licence terms referred to in Exablaze Pty Ltd's (**Exablaze**) terms and conditions of supply of Products and Services to its customers. You agree that these licence terms apply to your download, installation, possession of and dealings with all software and firmware components owned by Exablaze and supplied to you by, or on behalf of Exablaze.

### 1. Licence

1.1. Subject to the terms and conditions of this Licence and the Terms, Exablaze grants You the following non-exclusive, non-transferrable licences:

- a. during the term, to internally reproduce and use the Licenced Materials at the Authorised Site for the sole purpose(s) of tailoring the Licenced Materials or designs or netlists for use with Products;
- b. during and after the term (for the full period of copyright), to reproduce and use the Licenced Materials in Bitstream form in order to configure or program Products owned by you in any geographical location.

1.2. You may not:

- a. use, or allow another person to use or access, the Licensed Materials for any purpose other than set out in clause 1.1;
- b. distribute or provide Licensed Materials to a third party without Exablaze's prior written consent;
- c. reproduce the Licensed Materials other than in compliance with clause 1.1, except for reasonable back-up purposes;
- d. decrypt, decompile, reverse-engineer, disassemble, or otherwise reduce to a human perceivable form the Licensed Materials; or
- e. rent, lease, loan, sub-licence or otherwise transfer the Licenced Materials to a third party.

2. During the term, this Licence includes Support Services in relation to any Licenced Material.

### Term and licence fee

2.1 The initial term of this Licence is one year from the date the Licenced Material (and/or source code) is made available to you, or the date of the Invoice (whichever is later) subject to payment of the initial fee as set out in the Invoice (**Initial Licence Fee**).

2.2 You may extend the term of this Licence on a year-by-year basis. To extend the term of the Licence, You must pay Exablaze the annual renewal licence fee:

- a. stipulated in an Invoice; or
- b. as otherwise notified to you by Exablaze where Exablaze has provided six months' written notice of an alternative licence fee.

**(Licence Renewal Fee).**

2.3 You must pay the Extension Fee in advance of the anniversary of the commencement of the Licence.

2.4 If You do not pay the Extension Fee, this Licence immediately terminates and the provisions of clause 4.2 below apply.

2.5 You may acquire additional Licenced Material for other families of Exablaze products on the same terms of this Licence agreement for an additional annual fee as stipulated in an Invoice.

**(Additional Coverage Fee).**

### 3. Third party Intellectual Property Rights

3.1 The following terms apply to any Product that incorporates any third party Intellectual Property Rights:

- a. Exablaze is not authorised to licence Intellectual Property Rights owned by third parties.

- b. The licences set out in clause 3 of the Terms, or otherwise in this Licence, do not include any licence to any Intellectual Property Rights owned by third parties.
- c. Use of any development tool produced by a third party may require a separate licence from the relevant third party. You must make your own arrangements with any such third party in order to obtain any such licence.
- d. Exablaze will use its reasonable endeavours to identify any licences You require when it supplies the Licenced Material. However, You acknowledge that you are responsible for identifying and obtaining any licences You require.

#### 4. Termination

- 4.1 If you breach the provisions of this Licence, or the Terms, Exablaze may, at its discretion, immediately terminate this Licence, in part or in full.
- 4.2 If this Licence is terminated or expires, You must immediately stop using, and deliver up to Exablaze, all copies of the Licenced Materials (including source code) within your possession or control. Notwithstanding the foregoing you may retain that portion of the Licenced Materials or related records (i) for the purposes of clause 1.1(b) and (ii) as may be required to comply with applicable laws, rules and regulations, your document retention policies and/or your electronic archiving and back-up procedures, provided that any portion so retained shall be kept confidential on the terms herein.
- 4.3 Provisions of this Licence and the Terms which are intended to survive termination or expiry of this Licence will survive. These terms, excluding licence fees) shall continue to apply to the licence granted under clause 1.1(b) for the duration of that licence.

#### 5. Relationship with Terms

- 5.1 The Terms also apply to this Licence. Except to the extent the Terms are expressly modified or

varied by in this Licence, the Terms apply to and supplement this Licence.

- 5.2 If there is any inconsistency (whether expressly referred to or to be implied from this Licence or otherwise) between this Licence and the Terms, the Terms will prevail to the extent of any inconsistency.

#### 6. Definitions

- 6.1 In this Licence agreement:

- a. **Authorised Site** means the nominated geographic location where You conduct business, or elect to have any Product hosted, and the Product is delivered to;
- b. **Bitstream** means a machine-executable, binary form of Your design used to program a Product;
- c. **Intellectual Property Rights** has the same meaning as in the Terms;
- d. **Invoice** means a tax invoice issued by Exablaze;
- e. **Licence** means this firmware kit licence set out in clause 1;
- f. **Licenced Materials** means the firmware and software owned by Exablaze, and supplied or otherwise made available, including any later updates provided to those components and any additional materials acquired during the term for an Additional Fee as set out in an Invoice;
- g. **Product** means the product(s) supplied to You by, or on behalf of, Exablaze;
- h. **Support Services** means the right to obtain any upgrades to the Licenced Materials as they may become available as well as the right to have reasonable access to Exablaze engineers.
- i. **Terms** means Exablaze's prevailing terms and conditions of Supply of Products and Services; and
- j. **You** means the licensee and its officers, employees, agents and sub-contractors.