

AGREEMENT NUMBER _____

END USER LICENSE AGREEMENT
SRC CARTE™ SOFTWARE

Between

SRC Computers, Inc.
4240 N. Nevada Avenue
Colorado Springs, Colorado 80907

And

This Software License Agreement (“Agreement”) is entered into as of _____ day of _____, 200__ (“Effective Date”) by and between SRC Computers, Inc. ("Licensor") and the above-identified Licensee. Licensee acknowledges that Licensee has read and understands the terms of this Agreement and that by signing this Agreement the parties to this Agreement agree to be bound by all terms, conditions and obligations contained herein.

1. Definitions

- 1.1 “Authorized Users” means those individuals permitted access to the Licensed Software by Licensee, including, Licensee’s employees and Licensee’s consultants and subcontractors under contract with Licensee, provided that such consultants and subcontractors are bound by the confidentiality, ownership and restrictions on use provisions of this Agreement.
- 1.2 “Intellectual Property” means without limitation, all (i) inventions, patents, patent applications, and patent rights; (ii) copyrights, copyright applications, copyright registrations, mask work rights, mask work applications, mask work registrations, and derivative works of the foregoing; (iii) trade secrets, trademarks, service marks, trade names, proprietary information and know-how; (iv) provisionals, divisions, continuations, continuations-in-part, renewals, reissues, equivalents, and extensions of the foregoing; and (v) moral rights, contract rights, and licensing rights; and includes any such rights on a worldwide basis, arising under statutory law, common law, or by contract, and whether or not perfected.
- 1.3 “Licensed Software” means Licensor’s proprietary ("Carte") software and/or features, including all or any portion of the binary computer software programs, scripts, libraries, logic files and firmware (and all corresponding source code) in machine-readable form and including all modifications, enhancements, updates, upgrades and corrections thereto.
- 1.4 “License Fees” means the applicable fees for each Licensed Seat, as further described in Licensor’s price schedule.
- 1.5 “Licensed Seat” means the number of Authorized Users licensed to use the Licensed Software concurrently.
- 1.6 “SRC Hardware” means the combination of SRC-supplied microprocessor, MAP®, switch, and memory modules, and associated peripherals and cabinetry, as further described in the Documentation.
- 1.7 “Compatible Computer System” means a (1) SRC Hardware; and (2) a System meeting the hardware and software requirements for installation of the Licensed Software, as set forth in the

Documentation and upon which the Licensed Software is installed; or (3) a Client System comprised of a workstation connecting to a Server System for purposes of accessing the Licensed Software. A Compatible Computer System must be able to control use of the Licensed Software through Licensor's license manager compliance software ("License Manager").

- 1.8 "System" means the Licensed Software and SRC Hardware.
- 1.9 "Documentation" means the technical publications relating to the use of the System, such as user and technical guides and release notes delivered by Licensor to Licensee.
- 1.10 "Supported Third Party Software" means a third party provided software product that Licensor has integrated for use in the Carte programming environment and provides as part of an installable package with the Licensed Software. The current listing of Supported Third Party Software (required and optional software) is identified in Attachment A.

2. License Grant; Permitted Uses

- 2.1 Grant. Subject to the payment of the applicable License Fees and the restrictions set forth herein, Licensor hereby grants to Licensee a nonexclusive, nontransferable, perpetual license, without the right to sublicense, to use the Licensed Software on the original SRC Hardware purchased as of the Effective Date, and solely for Licensee's internal business operations. The Licensed Software will be installed by Licensor on the SRC Hardware prior to shipment to Licensee. Licensee shall be required to secure additional licenses of the Licensed Software for any additional SRC Hardware purchased by Licensee under this Agreement. In addition, Licensor will provide one (1) copy of the Licensed Software on CD to Licensee, solely for use by Licensee on a Compatible Computer System for archival or backup purposes, or other uses permitted pursuant to this Agreement.
- 2.2 Permitted Uses. The Licensed Software may be installed on Server Systems, and made available to Client Systems through a network connection, as exported file systems or directories and Authorized Users may execute the Licensed Software solely for program development and debugging. Programs that contain hardware logic generated by the Licensed Software must execute such programs on the SRC Hardware platform purchased by Licensee in conjunction with Licensee's license to the Licensed Software or another approved SRC Hardware platform. Licensor must be notified in writing and Licensee must secure Licensor's prior consent to any proposed transfer of the Licensed Software to any platform other than the SRC Hardware platform. Access to the Licensed Software may not exceed the Seat Licenses granted under this Agreement and for which Licensee has paid the applicable License Fees. No other use of the Licensed Software is permitted, unless otherwise expressly granted by Licensor.
- 2.3 Supported Third Party Software Licenses. Licensee shall notify Licensor which Supported Third Party Software is available on each System by submitting Attachment B to Licensor. Licensee shall comply with all license terms and conditions for Third Party Software. Licensee agrees that Licensee may not install or otherwise load any Supported Third Party Software, or Third Party Software patches, fixes, modifications, enhancements or upgrades on a System unless and until Licensee has obtained approval from Licensor.

3. Restrictions

Licensee may not (i) modify, adapt, translate, decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Licensed Software, or any portion thereof, by any means whatever, or disclose any of the forgoing; (ii) modify, incorporate into or with other software, or create a derivative work of any part of the Licensed Software; (iii) use the Licensed Software for the benefit of third parties or allow third parties to use the Licensed Software; (iv) use the Licensed Software to develop or enhance any product that competes with the Licensed Software; or (v) rent, lease, loan, or electronically transfer the Licensed Software to any third party or from one computer to another, by any

means, unless expressly allowed within this Agreement. Licensee must reproduce and include the copyright notice and any other notices that appear on the original copy of the Licensed Software and Documentation and on any permitted copies made thereof by Licensee in any media.

4. Documentation License

Documentation will be available to Licensee from Licensor electronically with respect to the operation of the System. Licensor hereby grants Licensee a nonexclusive, nontransferable license, without right of sublicense, to use the Documentation and to make a reasonable number of copies of the Documentation solely for its own internal business purposes to support Licensee's use of the System.

5. Ownership

Licensee expressly understands and agrees that Licensor owns and shall retain all rights, title, and interest in and to the Licensed Software and associated Documentation, including all Intellectual Property Rights embodied therein and all Intellectual Property Rights in and to the SRC Hardware. Licensee shall have no rights with respect thereto, other than the rights expressly set forth in this Agreement.

6. Termination

- 6.1 Termination for Default. This Agreement and the licenses granted under this Agreement may be terminated by either party upon thirty (30) days prior written notice if a party is in breach of the terms of this Agreement, which default is incapable of cure or which, being capable of cure, such defaulting party fails to remedy the breach within the thirty (30) days notice period. Termination due to nonconformance of the Licensed Software shall be exclusively subject to the remedies described in Section 7 of this Agreement.
- 6.2 Termination Upon Bankruptcy. In the event that Licensee becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition, or makes a general assignment for the benefit of creditors, Licensor may immediately terminate this Agreement without further notice and any amounts that have been paid to Licensor as consideration for goods or services not yet delivered may be applied in whole or in part in satisfaction of obligations owed by Licensee to Licensor for goods or services delivered but not yet paid for under this Agreement or any other agreement between Licensor and Licensee.
- 6.3 Effect of Termination. Upon termination of this Agreement under Sections 6.1 or 6.2, Licensee shall immediately cease use of the Licensed Software and Documentation, and return or destroy all such copies and all portions of the Licensed Software or so certify in writing to Licensor. Neither party will be liable to the other for damages of any sort solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy of either party.

7. Limited Warranty

Licensor warrants that for a period of ninety (90) days from delivery of the System, or installation of the System, if installation is performed by Licensor, the Licensed Software will be free from material defects and will substantially conform to the Documentation. In the event of nonconformance of the Licensed Software, Licensee shall promptly notify Licensor and provide Licensor with all available information in detailed written or electronic form so that Licensor may attempt to reproduce the alleged error. Licensor's sole obligation is to undertake reasonable commercial efforts to correct the errors reported in the prescribed method during the warranty period. The express warranty contained herein, but not the exclusions and waiver of warranties contained herein, shall terminate and become null and void to the extent that any breach of such warranty arises from modifications made by Licensee or any third party to the System. Licensee acknowledges and agrees that Licensor is not responsible, and shall have no liability arising from hardware, software, incompatible operating systems or equipment or other

items or any services provided by any persons other than Licensor. LICENSOR'S SOLE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THE FORGOING LIMITED WARRANTY WILL BE LIMITED TO REASONABLE EFFORTS TO CORRECT THE ERROR OR TO REPLACE THE LICENSED SOFTWARE TO CORRECT THE ERROR, OR IF NEITHER IS IN LICENSOR'S SOLE OPINION COMMERCIALY FEASIBLE, ALLOW RETURN OF THE SRC HARDWARE AND LICENSED SOFTWARE AND REFUND THE LICENSEE FEES PAID.

EXCEPT FOR THE PREVIOUSLY DESCRIBED LIMITED WARRANTY, THE SYSTEM, DESIGN TECHNIQUES AND DOCUMENTATION ARE LICENSED "AS IS," AND THE LICENSOR MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SYSTEM, OR DOCUMENTATION. LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

8. Limitation of Liability

LICENSOR'S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE TO LICENSOR FOR THE LICENSED SOFTWARE. UNDER NO CIRCUMSTANCES, SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED SOFTWARE, SYSTEM OR DOCUMENTATION, HOWEVER CAUSED, (WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT, OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE WARRANTY DISCLAIMER AND LIMITED LIABILITY PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND LICENSEE.

9. Payment

Licensee shall pay to Licensor the applicable License Fees set forth in Licensor's then current price list for each the Licensed Seats licensed under this Agreement. Payment of all amounts shall be made pursuant to the terms specified in Licensor's invoice. Interest on any late payments shall accrue at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, from the date such amount is due until finally paid. Licensee shall pay all costs of collection, including reasonable attorney's fees and expenses, in the event any invoice requires collection efforts. Additionally, Licensee shall pay and indemnify and hold harmless Licensor against all federal, state and local taxes (exclusive of taxes on Licensor's net income), duties and assessments, if any, due, arising on or measured by the license or use of the Software and Documentation hereunder or amounts payable to Licensor under this Agreement.

10. Support and Maintenance

After shipment of the System from Licensor to Licensee, Licensee will be responsible for installing any upgrades or new releases sent to the Licensee. Licensee may purchase technical support and maintenance of the Licensed Software pursuant to the terms and conditions of Licensor's standard Software Support and Maintenance Agreement.

11. Confidentiality

- 11.1 Security. Licensee and its Authorized Users are solely responsible for the security, confidentiality and integrity of all content received, transmitted through, or stored on or via the System. Licensee and its Authorized Users are solely responsible for any authorized or unauthorized access to the Licensed Software. Licensee agrees to comply with all laws and regulations applicable to the gathering, processing, storing, transmitting and dissemination of information.

- 11.2 Confidentiality. For purposes of this Agreement, “Confidential Information” includes all trade secrets and confidential information of Licensor and its licensors, including the Licensed Software (both source and object code) and Documentation, algorithms, development techniques, support techniques, methodologies, formulae, business plans, research and development strategies, customer names and lists, work product resulting from or related to the Licensed Software, and other business information, and product and service prices, as well as know-how and proprietary information related to the foregoing (collectively, the “Confidential Information”). Licensee acknowledges that (i) pursuant to this Agreement, Licensee shall learn of Confidential Information or otherwise have access to Confidential Information, (ii) such Confidential Information constitutes highly valuable information of Licensor not generally known by Licensor’s competitors, and (iii) that disclosure of such Confidential Information to competitors of Licensor or other third parties would cause undue harm to Licensor. As such, except as otherwise expressly provided herein, Licensee will retain in strict confidence the Confidential Information and use its best efforts to protect the same by preventing any unauthorized disclosure, copying, use, distribution, installation, or transfer of possession of the Confidential Information.

12. Export Controls

Licensee agrees and certifies that neither the Licensed Software, nor any other technical data received from Licensor, will be exported or re-exported outside the United States except as authorized and as permitted by the laws and regulations of the United States.

13. Government Use

If Licensee is acquiring any Licensed Software on behalf of any unit or agency of the United States Government the Licensed Product and related Documentation is commercial computer software, and pursuant to FAR 12.212 or DFARS 227.7202 and their successors, as applicable, shall be licensed to the Government under the terms and conditions of this Agreement.

14. General Provisions

- 14.1 Notices and Requests. All notices and requests required or made under this Agreement must be in writing and will be deemed given if personally delivered or if mailed postage prepaid, certified or registered mail to the addresses listed on the signature page of this Agreement.
- 14.2 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Colorado, without regard to conflicts of law principles. Any action relating in any way to this Agreement brought by either party shall be enforced and maintained in the courts of the state of Colorado and the parties irrevocably submit to the jurisdiction of any such court with respect to any such action or proceeding, including the Uniform Trade Secrets Act as adopted in the state of Colorado.
- 14.3 Assignment. Licensee may not assign this Agreement without the prior written consent of Licensor.
- 14.4 Independent Contractors. The relationship of SRC and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed as creating a partnership or joint venture.
- 14.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

- 14.6 Costs and Expenses. The prevailing party in any action to enforce the Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.
- 14.7 Survival. Any provision of this Agreement that requires or contemplates performance after termination is enforceable against each party and their respective successors and assignees notwithstanding termination. These provisions include, without limitation, Sections 5, 6.3, 7, 8, 11 and 14.2.
- 14.8 Injunctive Relief. The parties agree that a material breach of this Agreement adversely affecting Licensor's Intellectual Property Rights in the Licensed Software, SRC Hardware or Documentation would cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.
- 14.9 Material Provisions. The parties recognize and agree that the warranty disclaimers and liability remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
- 14.10 Entire Agreement. This Agreement, along with any finalized contract signed by both parties for the sale of this and related products, constitutes the entire agreement with respect to the Licensed Software, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in writing, and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Licensee

SRC Computers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Licensee's Designated Administrative Contact:

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

Supported Third Party Software

Required	Optional
Linux Fedora (Operating System)	Intel Fortran Compiler
Xilinx ISE Foundation or Alliance (SRC-6 Only)	Synplify Pro
Altera Quartus (SRC-7 Only)	Synopsis VCS
Intel C++ Compiler	



Carte™ Programming Environment

System Serial Number: _____
(To Be Completed by SRC)

Licensee's Designated Technical Contact (New Releases will be sent to this contact and address):

Name: _____ Title: _____

Shipping Address: _____

Shipping City/State/Zip: _____

Phone: _____ Fax: _____ Email: _____

Please indicate the Supported Third-Party Software that will be used with the SRC System identified above (check all that apply):

- Xilinx - ISE Foundation or Alliance (Required Software for SRC-6 products)
- Altera - Quartus (Required Software for SRC-7 products)
- Intel - C++ Compiler (Required Software)
- Intel - Fortran Compiler
- Synplicity - SynplifyPro
- Synopsis - VCS

In accordance with the End User License Agreement for SRC's Carte™ Software, Licensee acknowledges that it is responsible for complying with the license terms and conditions for the Supported Third Party Software identified. Licensee will notify Licensor if any of the identified Third Party Software related licenses or support agreements expire. Licensee acknowledges that SRC will integrate the identified Supported Third Party Software in its' Carte releases and that the Licensee may not install or otherwise load any Supported Third Party Software, patches, fixes, modifications, enhancements or upgrades unless and until approval from Licensor has been obtained.

Licensee

Signature: _____

Name: _____

Title: _____

Date: _____