COMMERCIAL FOUNDRY SERVICES PROCESS DESIGN KIT END USER LICENSE AGREEMENT



HRL GaN T3 Foundry Process Design Kit (PDK) ("Licensed Product")

This End-User Software License Agreement ("Agreement") is a legal agreement between you and HRL Laboratories, LLC ("HRL"). YOU MUST READ AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE THE HRL GaN T3 FOUNDRY PDK ("LICENSED PRODUCT") CAN BE DOWNLOADED, OR INSTALLED, OR USED. IF YOU USE THE LICENSED PRODUCT AS AN EMPLOYEE OF OR FOR THE BENEFIT OF YOUR COMPANY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF YOUR COMPANY. YOUR COMPANY WILL BE THE LICENSEE UNDER THIS AGREEMENT. BY DOWNLOADING, INSTALLING, OR USING THE LICENSED PRODUCT, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND THE COMPANY ON WHOSE BEHALF YOU WILL USE THE LICENSED PRODUCT PROVIDED UNDER THIS AGREEMENT. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE THAT YOU FIRST DOWNLOAD, INSTALL, OR USE THE LICENSED PRODUCT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD NOT DOWNLOAD, OR INSTALL, OR USE THE LICENSED PRODUCT. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO DOWNLOAD, OR INSTALL, OR USE THE LICENSED PRODUCT.

- 1. Limited License Grant. HRL hereby grants to you a limited, nonexclusive, fully paid, royalty-free, worldwide, nonassignable, nontransferable license, without the right to sublicense, to use the Licensed Product for the sole purpose of design and simulation of products for foundry services, and any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by HRL for use with the Licensed Product ("Documentation") subject to the following terms and conditions.
- A. You acknowledge and agree that you will not, nor shall you allow any third party to: (i) 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 Product by any means whatever, or disclose any of the foregoing; (ii) distribute, lease, lend, use for timesharing, service bureau, and/or application service provider purposes the Licensed Product; (iii) use the Licensed Product for the benefit of anyone other than you; (iv) modify, incorporate into or with other software, or create a derivative work of any part of the Licensed Product; (v) use the Licensed Product to develop or enhance any product that competes with any HRL product; or (vi) employ the Licensed Product in, or in the development of, life critical applications or in any other application where failure of such Licensed Product, or any results from the use thereof, can reasonably be expected to result in personal injury.
- B. You agree: (i) that the Licensed Product is the confidential information of HRL; (ii) to protect HRL's confidential information from unauthorized dissemination and use with the same degree of care that you use to protect your own like information but, in no event, less than a reasonable degree of care; (iii) not to use HRL's

COMMERCIAL FOUNDRY SERVICES PROCESS DESIGN KIT END USER LICENSE AGREEMENT



confidential information for purposes other than those necessary to directly further the purposes of this Agreement; and (iv) not to disclose to third parties HRL's confidential information without HRL's prior written consent.

- 2. Ownership Rights. HRL owns and shall retain all right, title, and interest in and to the Licensed Product and Documentation, including all intellectual property rights embodied therein, and you shall have no rights with respect thereto other than the rights expressly set forth in this Agreement. All rights not expressly granted to you in this Agreement are retained by HRL. You acknowledge and agree that any misuse of the Licensed Product shall be deemed a material breach of this Agreement.
- 3. No Warranty. THE LICENSED PRODUCT IS LICENSED "AS IS" AND HRL MAKES NO WARRANTY EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE LICENSED PRODUCT AND DOCUMENTATION AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO HRL AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

4. Limitation of Liability.

A. Direct Damages.

HRL'S TOTAL LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE LICENSING OR THE USE OF THE LICENSED PRODUCT(S) SHALL NOT EXCEED THE LICENSE FEE, IF ANY, RECEIVED BY HRL FROM YOU FOR THE PARTICULAR LICENSED PRODUCT INVOLVED.

B. Consequential Damages.

UNDER NO CIRCUMSTANCES SHALL HRL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCT AND DOCUMENTATION, HOWEVER CAUSED, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

5. Termination.

- **A. Termination.** HRL may terminate this Agreement at any time.
- **B.** Effect of Termination. Upon termination of this Agreement, you shall, at HRL's discretion, destroy or return to HRL all Licensed Product and related Documentation and other confidential information of HRL, including all copies thereof, whether in written or other tangible form, provided to you pursuant to this Agreement.

COMMERCIAL FOUNDRY SERVICES PROCESS DESIGN KIT END USER LICENSE AGREEMENT



You shall provide HRL with written notice of such return or destruction within thirty (30) days following any such expiration or termination.

- **Export.** You agree that the Licensed Product will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, restrictions, or regulations.
- 7. Transfers and Assignments. You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from HRL. If you attempt to transfer or assign any of your license rights without HRL's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this Agreement).
- **8. Indemnification.** You agree to indemnify, defend, and hold harmless HRL, its affiliates, licensors, suppliers, and other contract relationships, and the officers, directors, employees, consultants, and agents of each, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) your use of the Licensed Product, or (b) your violation of the Documentation, including without limitation, this Agreement.
- 9. General. Nothing contained in any agreement between you and HRL shall in any way modify the terms hereof or add any additional terms or conditions to this Agreement. If, for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. This Agreement shall be governed by and construed under the laws of the State of California, United States of America, without regard for its conflict of laws principles. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and representations, oral or written, express or implied, regarding such subject matter. This Agreement shall only be modified or amended in writing signed by duly authorized representatives of the parties hereto.