

License Agreement

§ 1 Parties

This License agreement is entered into between

- (a) Oregano Systems Design & Consulting GmbH, with an office at Franzosengraben 8, A-1030 Vienna, AUSTRIA, referred to as the "Licensor" and
- (b) XXX, with an office at YYYY, referred to as the "Licensee".

§ 2 Definitions

In this License agreement, unless the context is otherwise required, the following expressions will have the following meanings:

- (a) "Effective Date" means the commencement date of this License with respect to specific Licensed Materials.
- (b) "End User" means a customer of the Licensee who purchases or agrees to purchase the Licensed Products.
- (c) "Licensed Site" will mean a geographic location in which you conduct business, with a radius of no more than ten (10) kilometers.
- (d) "Intellectual Property Rights" means patent, copyright, design rights (whether registered or unregistered), confidential information and any other intellectual property rights or howsoever described or, where the context so admits or requires, and one or more of the foregoing.
- (e) "Licensed Materials" means the design data (source code) and information relating to Licensor's software (sometimes referred to as a core) specified in the Quotation.
- (f) "Licensed Products" means any embedded system, hardware and/or software designed, manufactured or marketed by or on behalf of Licensee that incorporate all or any part of the Licensed Materials or were designed using any of the Licensed Materials.
- (g) "Permitted Use" means use by the Licensee of the Licensed Materials in accordance with Section § 3 below.
- (h) "Quotation" shall mean one or more documents, in substantially the form attached hereto as Exhibit A, signed either by both parties or by the Licensee and an authorized distributor of Licensor containing all relevant commercial details of this License, including but not limited to price, taxes, delivery, effective date and applicable site, as applicable. The parties may from time to time execute additional Quotations for additional Licensed Materials. The Quotation, including any additional Quotations executed subsequent to the date of this License, will be deemed incorporated herein upon execution.



 "Specifications" means the Licensor's published specifications for the Licensed Materials.

§ 3 License

Upon execution of the Quotation and payment of the fees set forth therein, Licensor hereby grants the Licensee a nonexclusive, non-transferable license:

- (i) To use the Licensed Materials internally, solely at the Licensed Site
- (ii) To use the Licensed Materials, solely for the design, simulation, implementation, and manufacture of Licensed Products developed at the Licensed Site.
- (iii) To make, have made, use, sell or otherwise distribute Licensed Products incorporating the Licensed Materials on a worldwide basis to End Users.
- (iv) The Licensee may commission an independent 3rd party to produce the Licensed Products at an arbitrary production facility without assigning any rights on the Licensed Products whatsoever to this 3rd party, especially the right to market or distribute Licensed Products.

Use of the Licensed Materials for any project outside the Licensed Site is prohibited, unless the Licensee has entered into a separate written agreement with Licensor for such use.

§ 4 Restrictions on Use

- (i) Licensee shall not reproduce the Licensed Materials other than to the extent necessary for its authorized use of the Licensed Materials (per § 3 above), and for archival and back-up purposes, provided always that Licensee will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appeared on the original.
- (ii) Licensee shall not distribute or provide Licensed Materials to a third party.
- (iii) Licensee shall not decrypt, decompile, reverse-engineer, disassemble, or otherwise reduce to a human-perceivable form, the Licensed Materials.
- (iv) Licensee shall not hypothecate, rent, lease, loan, lend, time-share, sublicense or otherwise transfer the Licensed Materials.
- (v) The Licensed Materials are not designed, intended, or authorized for use in components of systems intended for, or in relation to the operation of, weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other application in which the failure of the Licensed Product(s) could create a situation where personal injury or death may occur.
- (vi) The Licensed Materials shall not be used in Licensed Products intended to operate primarily as PTP Grandmasters especially, if such devices receive their time



reference from one or more GNSS source. If this use case is requested by Licensee, the License agreement has to be extended accordingly

Should Licensee provide any Licensed Product for any such unintended or unauthorized application, Licensee shall indemnify and hold Licensor and its officers, employees, subsidiaries, affiliates, and distributors harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury, death, or other damages associated with such unintended or unauthorized use, even if such claim alleges that Licensor was negligent regarding the design of the Licensed Materials.

§ 5 Intellectual Property Rights

Licensee acknowledges that all Intellectual Property Rights in the Licensed Materials are and will remain the sole property of Licensor or its licensors, if any.

The Licensee may not modify or prepare derivative works of the Licensed Materials in whole or in part, except with respect to development and Maintenance of the Licensed Products. Nothing contained in this License will be construed as conferring by implication, estoppels or otherwise upon either party any license or other right except the licenses and rights expressly granted hereunder to a party hereto.

§ 6 Copying

This License allows the Licensee to copy the Licensed Materials only to the extent necessary for the Licensee's authorized use of the Licensed Materials, and for archival and back-up purposes, provided always that the Licensee will at all times and in each instance, reproduce all copyright notices and proprietary legends 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.

§ 7 Termination

This License will commence upon the Effective Date and will remain effective until terminated. This License will terminate upon the Termination Date if specified. The Licensee may terminate this License at any time by destroying the Licensed Materials and all copies thereof. This License will terminate immediately without notice from Licensor if the Licensee fails to comply with any provision of this License, provided that any payment obligations accruing prior to such termination will remain due and owing. This License will terminate immediately in case of insolvency of the Licensee.

Upon termination of this License, the licenses, rights and covenants granted hereunder and the obligations imposed hereunder will cease, except as otherwise expressly provided for herein, and the Licensee will destroy the Licensed Materials, including all copies and all relevant documentation. The provisions of Sections § 2, § 5, 0, and § 13 will survive the termination of this License.

Upon termination of this License contract, the License for License Materials being part of License Products already sold to end users will remain in full force and effect.



§ 8 Limited Remedy and Disclaimer

Licensor represents that for a period of one (1) year from shipment of the Licensed Materials to Licensee the Licensed Materials shall, in all material respects, conform to the Specifications and that it shall have no severe malfunction or defect severely affecting its functionality. Licensor's sole liability and the Licensee's exclusive remedy with respect of breach of the foregoing limited representation will be limited to error correction or replacement, or if neither is in the Licensor's opinion commercially feasible, termination of this License and refund of any license fee received by the Licensor from the Licensee in respect of the relevant item of Licensed Materials.

In case of a failure or defect covered by the warranty set forth above in this section Licensor will, at its own expenses correct in due course the failure or defect reported is writing by the Licensee during the period of one (1) year.

Except as specifically stated above, the Licensed Materials licensed hereunder are provided "AS IS" without and further warranty of any kind, either expressed, implied or statutory, including without limitation, any warranty with respect to noninfringement, merchantability or fitness for any particular purpose.

Except as specifically stated above, Licensor does not warrant that the functions contained in any of the Licensed Materials will meet any or all of Licensee's particular requirements, or that the operation of the Licensed Materials will be uninterrupted or error free, or that all programming errors in the Licensed Product can be found in order to be corrected. All warranties provided in this Agreement are solely for the benefit of, and may not be transferred by, Licensee, to any third party.

Furthermore, Licensor does not warrant or make any representations regarding use or the results of the use of the Licensed Materials in terms of correctness, accuracy, reliability or otherwise.

§ 9 Limitation of Liability

The entire liability of Licensor in respect of any breach of its contractual obligations arising under this License and any representation, statement or tortuous act or omission including negligence arising under or in connection with this License (together an "event of default") shall be limited to damages in an amount equal to all license fees paid by Licensee to Licensor in the preceding 12 months for the applicable Licensed Materials.

Notwithstanding the foregoing, Licensor will not be liable to Licensee in respect of any event of default for loss of data, profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by Licensee as a result of any action brought by a third party) even if such loss was reasonably foreseeable or Licensor had been advised of the possibility of Licensee incurring the same. This limitation shall apply notwithstanding the failure of the essential purpose of any limited remedies herein. Nothing in this section will confer any right or remedy upon Licensee to which it would not otherwise be legally entitled.



§ 10 Export Restriction

Licensee agrees that it will not export or re-export the Licensed Materials, reference images or accompanying documentation in any form without the appropriate governmental licenses. Licensee's failure to comply with this provision is a material breach of this License.

§ 11 Third Party Beneficiary

The Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to Licensor from third parties and that such third parties are intended third party beneficiaries of the provisions of this License.

§ 12 Non-Transferable

The Licensee may not provide information including, source code or internal program documentation, to a third party without prior written approval from Licensor. Licensee may provide binary files to third parties without prior approval in order to support the product into which the Licensed Products have been incorporated.

§ 13 Non-Disclosure

Except as otherwise expressly permitted in this License, Licensee will hold in confidence the Licensed Materials and all other information received hereunder from Licensor which is marked as Licensor's proprietary information.

Without limiting the generality of the preceding sentence, Licensee agrees that the Licensed Materials and documentation furnished hereunder will be treated as proprietary trade secrets of Licensor, and the Licensee will not make the Licensed Materials or the documentation available in any form to any person other than to his employees, and contractors subject to restrictions no less stringent than those contained herein, with a need to know and located on his premises.

The Licensee hereby represent to Licensor that he maintains a system consistent with semiconductor industry standards to protect his own confidential business information, including written agreements with his employees, and that the Licensed Materials and documentation will be protected by such a system to the same extent.

§ 14 Non-Assignment

Without Licensor's prior written consent, neither this License nor any interest herein or part hereof will be transferable or assignable by Licensee, by operation of law or otherwise.

§ 15 Governing Law

This License shall be governed by the laws of Austria, without reference to conflict of laws principles. Nothing in this License will be interpreted or construed so as to limit or exclude the rights or obligations of either party (if any) which it is unlawful to limit or exclude under the relevant national laws and, where applicable, the laws of any Member

syn1588® License Agreement



State of the European Union which implement relevant European Communities Council Directives.

§ 16 General

- (a) Unenforceability. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this License shall continue in full force and effect.
- (b) Headings. Save as otherwise provided herein, references to sections and schedules are to those contained in this License. Headings are inserted for convenience only and do not affect the construction of this License.
- (c) Construction. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and words importing persons include corporations.
- (d) Waiver. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof, or of any other right, power or privilege.
- (e) Entire Agreement. This License and the applicable Quotation contain the entire agreement and understanding between the parties with respect of the subject matter of such Quotation and supersede all prior agreements, understandings and representations. No addition or modification to this License is valid unless made in writing and signed by Licensor and Licensee. The printed terms and conditions of any other Quotation form issued by Licensee will not modify or be a part of this License.
- (f) This License may be executed in counterparts, and all executed counterparts shall be deemed to be the original executed License. In witness whereof, the parties have executed this Core Site License Agreement as of the Effective Date by their duly authorized representatives.

Vienna,

Licensor

Licensee

Oregano Systems Design & Consulting GmbH



EXHIBIT A TO LICENSE AGREEMENT

Licensee

Licensed Site

Effective Date xx.yyy.zzzz

Licensor Oregano Systems - Design & Consulting GmbH

Licensed Materials syn1588®Clock_M IP source code license

Deliverables:

Item	IP Deliverable	Pre-Release Schedule	Final Release Schedule	Remarks
1	syn1588 [®] Clock_M	CSD	CSD	FR: syn1588 [®] Clock_M IP core source code "as is"

CSD Contract Sign-off Date		Contract Sign-off Date
	PR	Pre-Release ("as is" IP data deliverables)
	FR	Pre-Release ("as is" IP data deliverables)

Taxes Paid By Licensee

Delivery Method electronic delivery via secure file server

Licensor Licensee

Oregano Systems Design & Consulting GmbH