

**EVALUATION LICENSE AGREEMENT**

This Evaluation License Agreement (this "Agreement") is by and between SiFive, Inc., with a principal place of business at 1875 South Grant Street, Suite 600, San Mateo, CA 94402 ("SiFive"), and Company XYZ with its principal place of business at

1875 South Grant Street, Suite 600, San Mateo, California 94402

("Customer" or "you"). This Agreement is effective 02/01/2018 ("Effective Date"). This Agreement consists of the Evaluation Terms on this cover page and the attached Terms and Conditions.

**Evaluation Terms**

<b>Evaluation Technology:</b>	E31 RISC-V Core IP
<b>Evaluation Technology Delivery Method:</b>	Verilog

**SIFIVE:**

SIFIVE, INC.

**CUSTOMER:**

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\_\_\_\_\_

Name: Jack Kang

Name: User ABC

Title:

Title:

Date:

Date:

## TERMS AND CONDITIONS

### 1. Evaluation Technology

**Evaluation Technology:** The “Evaluation Technology” licensed to Customer hereunder is comprised solely of (i) that listed under the Evaluation Terms to which these Terms and Conditions are attached; (ii) any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by SiFive for use with an Evaluation Technology (“Documentation”); and (iii) any improvements to or enhancements of the foregoing delivered hereunder at SiFive’s sole discretion.

### 2. Express Limited Licenses

2.1. **License Rights:** Subject to the terms and conditions of this Agreement, SiFive grants you a non-exclusive license, under SiFive’s Intellectual Property Rights in the Evaluation Technology, solely to internally use, and evaluate the Evaluation Technology. Such license is not sub-licensable; and you will allow only those of your employees or third party contractors who reasonably need access to access the Evaluation Technology. When the above license or the Agreement expires or is terminated, you may no longer use the Evaluation Technology.

2.2. **Restrictions:** You may not (and may not allow anyone else to): (i) copy or use (or provide access to) any Evaluation Technology in any manner that is not expressly allowed by this Article 2; (ii) decompile, decrypt, or reverse engineer any Evaluation Technology or any underlying algorithms, techniques, or ideas, or attempt to derive the source code for any Evaluation Technology not delivered to you by SiFive in source code form; (iii) tamper with, or attempt to circumvent or disable, any license key or other technological restriction on the Evaluation Technology; (iv) modify or create a derivative work of any part of the Evaluation Technology; (v) make backup or archival copies of an Evaluation Technology unless you reproduce all copyright, trademark, and other notices that appear on the original copy; or (vi) use the Evaluation Technology to, directly or indirectly, evaluate, support or pursue any patent or utility rights claim against SiFive or any of its licensees. You are responsible for the acts and omissions of your employees, agents, and permitted contractors with respect to any use of the Evaluation Technology or SiFive Confidential Information, including any breaches by any of them.

2.3. **Assignment:** You may not assign your license rights, whether expressly, by operation of law, or pursuant to a Change of Control. “Change of Control” means a change in your ownership structure representing more than fifty

percent (50%) of your equity ownership, or the sale of all or substantially all of your assets.

2.4. **Ownership of IP Rights:** SiFive and its licensors own all Intellectual Property Rights in the Evaluation Technology. “Intellectual Property Rights” means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries. Your only rights in the Evaluation Technology are the rights expressly granted in this Article 2; there are no implied licenses under this Agreement and all other rights are reserved by SiFive. In addition, SiFive may freely use and disseminate any Feedback you provide. You agree not to claim that SiFive owes you any compensation for its use or dissemination of such Feedback. “Feedback” means any ideas or suggestions you voluntarily provide to SiFive (in any manner, whether in writing or orally or otherwise) regarding the Evaluation Technology, including possible enhancements or improvements.

2.5. **Delivery:** SiFive will deliver the Evaluation Technology pursuant to the delivery method stated in the Evaluation Terms.

### 3. Confidentiality

3.1. **Confidentiality Obligations:** Each party, with respect to the other party’s Confidential Information: (a) will not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena; (b) will not use it for any reason other than to exercise its rights and perform its obligation under this Agreement; and (c) will protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a “need to know” basis).

3.2. **Mandatory Disclosures:** If you believe you must disclose SiFive’s Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify SiFive and cooperate with SiFive if SiFive chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. SiFive will do the same if it believes it must disclose your Confidential Information in these circumstances.

3.3. **Additional Obligations:** In addition to your general obligations of confidentiality regarding the Evaluation

Technology, you must ensure that each user of the Evaluation Technology who is your independent contractor (not your employee) has access to and uses the Evaluation Technology and Documentation abides by the terms of this Agreement.

3.4. **Definition.** “Confidential Information” of SiFive means (a) the Evaluation Technology (in any form) and related Documentation; (b) all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Evaluation Technology; (c) any commercial terms discussed between the parties during the evaluation term, and other information in this Agreement; (d) training materials including without limitation presentations, demonstrations, software and course handouts, and (e) any other confidential or proprietary information that SiFive provides to you in connection with this agreement. Your “Confidential Information” is any confidential or proprietary information in (i) written form that you provide to SiFive in order for SiFive to fulfill your orders and provide products and services to you under this agreement, and (ii) oral form that you provide to SiFive in order to receive Support Services; as long as you notify SiFive in writing at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, “Confidential Information” does not include any of the following: (i) information that has become generally available to the public, through no fault of the receiving party and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed; (ii) information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement; (iii) information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this Agreement; (iv) information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party; or (v) information that the disclosing party releases for publication in writing.

3.5. **Separate Non-Disclosure Agreements:** If we have signed a separate non-disclosure or similar confidentiality agreement with you (“Prior NDA”), this Article 3 supersedes and replaces the Prior NDA prospectively. Any disclosures prior to the Effective Date, however, will continue to be governed by the terms of the Prior NDA.

#### 4. Term and Termination

4.1. **Term of Agreement:** The term of this Agreement will begin on the Effective Date and will continue in effect for 90 days.

4.2. **Rights to Terminate:** Each party has the right to terminate this Agreement, by giving written notice of termination to the other party: (a) with 30 calendar days prior written notice, for any or no reason, or if (b) immediately through written notice to the other party, if the other party breaches this Agreement.

4.3. **Consequences of Termination:** If and when either you or SiFive terminates this Agreement, all licenses in effect at that time will also terminate. When this Agreement expires or is terminated: (a) you must immediately cease all use of the Evaluation Technology, promptly return to SiFive or destroy all copies of the Evaluation Technology and Documentation in your possession or control, and, in the event of termination at the request of SiFive, certify in writing to SiFive that you have so complied; and (b) the provisions of Section 2.2, Section 2.4, and Articles 3 through 6 will remain in effect.

#### 5. Warranty Disclaimer

5.1. **DISCLAIMER:** ALL EVALUATION TECHNOLOGY IS PROVIDED “AS IS”. SIFIVE DISCLAIMS ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING.

#### 6. Other Terms

6.1. **LIMITATION OF LIABILITY:** SIFIVE’S TOTAL, CUMULATIVE LIABILITY TO YOU IS LIMITED TO ONE HUNDRED DOLLARS (\$100) (REGARDLESS OF THE NATURE OF THE LIABILITY OR THE NATURE OR NUMBER OF CLAIMS GIVING RISE TO THE LIABILITY). SIFIVE WILL NOT, UNDER ANY CIRCUMSTANCES OR ANY THEORY OF LIABILITY, BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF DATA, OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF IT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A FUNDAMENTAL PART OF THIS AGREEMENT AND ARE INTENDED TO APPLY EVEN IF AN EXCLUSIVE REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6.2. **Export Controls:** The Evaluation Technology is subject to the export control laws and regulations of the United States. In addition, Evaluation Technology may not be exported, re-exported, or transferred to any person or entity listed on the “Entity List”, “Denied Persons List” or the list

of “Specifically Designated Nationals and Blocked Persons” as such lists are maintained by the U.S. Government.

6.3. Governing Law; Jurisdiction: This Agreement is governed by the laws of the United States and the State of California, without regard to conflicts of laws principles. The federal and state courts located in Santa Clara County, California have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

6.4. Notices: Any notice, approval, consent, or other communication intended to have legal effect under this Agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the cover page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused.

6.5. Waivers: Either party’s failure to enforce any provision of this Agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

6.6. Independent Contractors: The parties are independent contractors. Neither party is the agent or partner of the other party, or has any power to act on behalf of the other party.

6.7. Severability: If any provision is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.

6.8. Attorneys’ Fees: The prevailing party in any action to enforce this agreement will be entitled to recover costs and expenses including reasonable attorneys’ fees.

6.9. Remedies: All rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore SiFive will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this Agreement.

6.10. Force Majeure: Each party will be excused from performance of its obligations, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party’s reasonable control.

6.11. Construction: Section headings are for convenience only. The word “including” (and variations thereof) is not

intended to be limiting. No rule of strict construction is to be used when interpreting this Agreement.

6.12. Counterparts: This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.

6.13. Government Users: If you are a branch or agency of the United States Government, or are acquiring any Evaluation Technology on behalf of any branch or agency of the United States Government, then the following provision applies. The Evaluation Technology is comprised of “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

6.14. Entire Agreement: This Agreement is the entire agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that SiFive previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.

6.15. Amendments: This Agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this Section.