

THIS EURORACTICE END USER AGREEMENT ("Agreement") is made effective on the date last signed by the parties ("Commencement Date")
BETWEEN:

- (1) **IMAGINATION TECHNOLOGIES LIMITED** whose principal place of business is at Imagination House, Home Park Estate, Kings Langley, WD4 8LZ, United Kingdom ("IMAGINATION"); and
(2) **THE ACADEMIC OR RESEARCH INSTITUTION IDENTIFIED AT THE FOOT OF THIS AGREEMENT** (the "LICENSEE").

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

"Approved Manufacturer"	A third party approved by IMAGINATION who is authorised to manufacture Sample Chips for the LICENSEE in accordance with the terms set forth in this Agreement;
"Background IP"	those Intellectual Property Rights owned by either IMAGINATION or the LICENSEE prior to the Commencement Date or discovered by such entity during the course of other projects during the Project Period not arising directly from the activities performed under this Agreement;
"Intellectual Property Rights"	patents, trade marks, design rights (including semi-conductor topography rights), copyrights (including rights in computer software and databases), database rights, domain names, know-how, trade secrets and rights of confidence and all other intellectual property rights, and any extensions or improvements thereof, in each case whether registered or unregistered (including applications for, and the right to apply for the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Licence Fee"	The fee payable by the LICENSEE to IMAGINATION in respect of the licence granted by IMAGINATION under this Agreement, as specifically detailed in the price list set forth on RAL's EURORACTICE website, which may be updated from time to time via IMAGINATION or RAL.
"Licence Period"	The period of time for which the Licensee has paid a Licence Fee in consideration for the licences granted in respect of the Product under this Agreement;
"Output"	any data produced by the Product or Sample Chips, including, but not limited to, debug data, images, bit streams, timing data;
"Product"	the MIPS CPU selected by LICENSEE to be licensed under the terms of this Agreement, together with its component deliverables, including documentation, made available to LICENSEE relating to such MIPS CPU ;
"RAL"	The Science and Technology Facilities Council at the Rutherford Appleton Laboratory, located at the Harwell Science and Innovation Campus, Didcot, Oxfordshire, OX11 0QX, United Kingdom;
"Resulting IP"	means any Intellectual Property Rights relating to a new product, technique, discovery or invention which is discovered during the Agreement Period resulting from the activities performed under this Agreement;
"Sample Chips"	physical packaged silicon chips manufactured by or on behalf of the LICENSEE incorporating the Product, not to exceed one hundred (100) individual units in total;
"Students"	those students enrolled at the LICENSEE who take part in the Approved Project under the supervision of the Project Leader;

2. LICENCE

- 2.1 Subject to the LICENSEE's compliance with the terms of this Agreement, IMAGINATION hereby grants to the LICENSEE under its Intellectual Property a non-exclusive, world-wide right and non-transferable licence during the Licence Period, for the purposes of academic study and research, to:
- (i) evaluate and study the Product;
 - (ii) manufacture or have manufactured Sample Chips; and
 - (iii) utilise the Output.
- 2.2 This licence is expressly limited to the academic study of the Product and the LICENSEE has no rights to design or manufacture silicon devices (other than Sample Chips) or to sell or otherwise distribute silicon devices incorporating the Product, distribute the Product or otherwise exploit the Product.
- 2.3 The LICENSEE shall:
- 2.3.1 not make any copies of the Product other than a limited number purely for teaching or back up purposes;
 - 2.3.2 for the purposes of having manufactured Sample Chips:
 - 2.3.2.1 disclose the Product only to the Approved Manufacturer and only in netlist or GDSII (or equivalent layout) format;
 - 2.3.2.2 ensure that the Approved Manufacturer is bound to confidentiality obligations in favour of the LICENSEE that are as restrictive as those set forth in this Agreement; and
 - 2.3.2.3 ensure that its agreement with the Approved Manufacturer contains a third-party beneficiary clause under which IMAGINATION is able to directly enforce the terms of such agreement against the Approved Manufacturer as if it were a party to that agreement.
 - 2.3.3 keep the Product, the Sample Chips and the Output secure at all times, using the same or substantially similar measures that it uses to protect its own confidential information and/or trade secrets of similar commercial importance, but no less than a reasonable standard;
 - 2.3.4 not disclose the Product, the Sample Chips or the Output to any third party other than as permitted herein;
 - 2.3.5 restrict disclosure of the Product, the Sample Chips and the Output to the Project Leader and Students only, who shall only utilise the Product on the LICENSEE's premises for the purposes of academic study or research. The LICENSEE shall ensure that neither the Sample Chips, the Product (including, without limitation, documentation, files, code packages, etc.), nor the Output is copied, printed or otherwise reproduced and/or removed from the LICENSEE's premises;
 - 2.3.6 specifically make the Project Leader and Students aware that the Product is covered by the confidentiality obligations contained in this Agreement prior to granting the Project Leader and Students access to the Product;
 - 2.3.7 ensure that (i) all Product deliverables and the Output in the possession of the LICENSEE are protected in a private network, which cannot be accessed by individuals without privileged access rights; and (ii) the Sample Chips are stored securely and accessed only by the Project Leader and/or the Students;
 - 2.3.8 not, during the course of this Agreement or during any period of time in which the LICENSEE possesses the Product, enter into any agreement, arrangement, joint venture, collaboration, competitive project or other dealing with any person or body which would or may (in IMAGINATION's opinion) prejudice this Agreement or the rights of IMAGINATION hereunder, or which would prejudice the general objectives of this Agreement.
- 2.4 Save as licensed in Clause 2.1, the LICENSEE acquires no right, title or interest in and to the Product and Intellectual Property Rights related specifically in the Product.

- 2.5 Except as expressly authorised in this Agreement or as permitted by any applicable law, the LICENSEE shall not under any circumstance, either do, or cause, permit or procure any third party to do any of the following:
- 2.5.1 use IMAGINATION's Background IP in the Product, the Sample Chips or the Output for any unauthorised purpose;
 - 2.5.2 copy, alter, modify, adapt or create derivative works related to the Product or any part of them or combine or merge any part of them with any software;
 - 2.5.3 sell, rent, market, assign, license, sub-license, transfer, transmit, convey, pledge or charge any right or interest in the Product, the Sample Chips or the Output;
 - 2.5.4 remove, erase, alter or tamper with any copyright, other identifying strings, trade mark or other proprietary notice printed or stamped on affixed to or encoded or recorded in the Product or fail to preserve any such notice in any copy of them;
 - 2.5.5 reverse assemble, reverse engineer, de-compile or disassemble the Product or any other software provided or made available hereunder.

3. PAYMENT & DELIVERY

- 3.1 By entering into this Agreement, LICENSEE agrees to pay the relevant Licence Fee set forth in RAL's price list (available via RAL's EUROPRACTICE website) in respect of the licences granted to the LICENSEE to the Product. LICENSEE must pay the Licence Fee within thirty (30) days of signature of this Agreement by the LICENSEE.
- 3.2 IMG has appointed RAL to receive payment of Licence Fees on its behalf. All payment must therefore be made to RAL. IMAGINATION reserves the right to return to LICENSEE any payments made directly to IMAGINATION and LICENSEE's payment obligations shall not be satisfied until such payment is made to RAL.
- 3.3 Delivery of the Product will be effect by RAL who will act on IMAGINATION's instruction. Neither RAL nor IMAGINATION will be under any obligation to deliver the Product unless and until RAL has received payment of the Licence Fees in full and in cleared funds.

4. TERM AND TERMINATION

- 4.1 This Agreement shall come into force on the Commencement Date and shall continue in effect indefinitely until (i) the Licence Period has expired (without being subsequently renewed) or (ii) the Agreement is terminated. If LICENSEE elects to renew a Licence Period, it must do so by paying the corresponding Licence Fee to RAL by no later than 30 days prior to the expiry date of the then-current Licence Period.
- 4.2 Either party (the "Non-Defaulting Party") may bring this Agreement to an end with immediate effect by written notice to the other party (the "Defaulting Party") if:
- 4.2.1 the Defaulting Party commits a breach of its obligations under this Agreement;
 - 4.2.2 the Defaulting Party becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented (and not withdrawn within 21 days), order shall be made or resolution passed for its winding up (except for the purpose of amalgamation or reconstruction agreed to in writing in advance by the Non-Defaulting Party such agreement not to be unreasonably withheld or delayed), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them or if it ceases or threatens to cease to carry on business;
 - 4.2.3 the Defaulting Party suffers or there occurs in relation to that party, any event which in the reasonable opinion of the Non-Defaulting Party is analogous to any of the events referred to in Clause 4.2.2 in any part of the world.
- 4.3 Each party shall forthwith give notice in writing to the other party of any event within Clauses 4.2.2 or 4.2.3 which occurs which would entitle the other party to bring this Agreement to an end.
- 4.4 IMAGINATION may terminate this Agreement without cause on ninety (90) days' written notice to the LICENSEE, subject to a pro-rata refund of the Licence Fee paid by the LICENSEE in respect of the remaining, unelapsed part of Licence Period.

5. CONSEQUENCES OF TERMINATION

- 5.1 Upon expiration or termination of this Agreement by either party, the licences granted hereunder in respect of the Product will automatically cease and the LICENSEE shall promptly return to IMAGINATION (or RAL, if IMAGINATION so elects) all copies of IMAGINATION's or IMAGINATION's Confidential Information and all Output held by the LICENSEE.
- 5.2 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect the accrued rights and obligations of either party as at the date of termination nor the continued existence and validity of Clauses 1, 2.3, 2.4, 2.5, 5, 6, 7, 8, 9 and 18.

6. WARRANTIES

- 6.1 THE PRODUCTS ARE DELIVERED "AS IS" TO THE LICENSEE AND IMAGINATION PROVIDES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE LICENSEE UNDER THIS AGREEMENT. ALL RESEARCH/STUDY/TEACHING CARRIED OUT BY THE LICENSEE IS DONE AT THE LICENSEE'S OWN RISK.

7. LIMITATIONS OF LIABILITY

- 7.1 IMAGINATION's maximum aggregate liability to the LICENSEE for all claims arising under or in connection with this Agreement shall not exceed the fees paid by the LICENSEE to IMAGINATION under this Agreement, if any.
- 7.2 Except for wilful or grossly negligent breach of Clause 9, in no event shall either party be liable for any indirect, incidental or consequential loss, special or punitive damages, or for any lost profit or revenues, harm to business, lost savings of any kind or nature whatsoever, or for loss of or damage to data, regardless of the form of the action, whether in contract, warranty, strict liability, tort (including negligence of any kind, whether active or passive) or otherwise, and regardless of whether any such loss or damage would arise in the ordinary course of events, or is in the contemplation of the parties, or is reasonably foreseeable.
- 7.3 Nothing in this Agreement shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence, for fraud or for any other liability that may not be excluded or limited by applicable law.
- 7.4 Each party accepts that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.

8. INTELLECTUAL PROPERTY OWNERSHIP & PUBLICATION

- 8.1 All Intellectual Property Rights in the Product are vested and shall remain vested in IMAGINATION or IMAGINATION's licensors.
- 8.2 The ownership of any Background IP is unchanged by this Agreement.
- 8.3 Any Resulting IP coming into existence during the course of this Agreement resulting from the Students' use of the Product or from the LICENSEE's teaching in relation to the Product shall be owned by the LICENSEE. The LICENSEE hereby grants to IMAGINATION an irrevocable, worldwide, non-exclusive, fully paid up and royalty-free licence to (i) use and disclose such Resulting IP in any manner IMAGINATION chooses; and (ii) copy, have copied, prepare and have prepared,

- derivative works of, make, have made, use, sell, offer to sell, perform and display, distribute to third parties through any means including, without limitation, sublicensing, incorporate and otherwise dispose of the Resulting IP, including derivative works thereof, for any and all purposes as IMAGINATION sees fit.
- 8.4 The LICENSEE shall refrain from any action prejudicial to the subsistence of the Resulting IP and from action prejudicial to the licence and rights set forth in clause 8.3.
- 8.5 The LICENSEE shall be free to (and is encouraged to) publish any Resulting IP and to otherwise promote or publicise its activity with the Product. To that end, the LICENSEE is encouraged to share a copy of such publication/publicity to IMAGINATION prior to submission for publication or disclosure. In the event that either IMAGINATION or IMAGINATION identifies any portion of the publication as Confidential Information or otherwise commercially or technically sensitive information, the LICENSEE shall omit such portions from publication and IMAGINATION and the LICENSEE shall cooperate in good faith to ensure such omission has the minimum impact reasonably possible on the overall intent of such publication.
- 8.6 All publications arising due to the LICENSEE's use of the Product shall prominently acknowledge IMAGINATION's input unless otherwise advised by IMAGINATION to the contrary.
- 9. CONFIDENTIALITY**
- 9.1 Confidential Information shall mean, in relation to a party to this Agreement, this Agreement and all information, data and materials provided by a party to the other party in connection with this Agreement, including all commercial, accounting, technical and customer information, as well as the Product and any Output and any information which is identified as 'confidential' or is clearly by its nature confidential.
- 9.2 Each of the parties shall keep confidential and shall not disclose to any person any Confidential Information, whether in written or any other form, disclosed to it ("receiving party") by or on behalf of the other party ("disclosing party") in the course of the discussions leading up to or the entering into or performance of this Agreement except insofar as the Confidential Information:
- 9.2.1 is required by a person employed or engaged by the receiving party in connection with the proper performance of this Agreement; or
- 9.2.2 is required to be disclosed by law or by regulation (whether or not having the force of law), provided that the party disclosing the information shall notify the other party of the information to be disclosed and of the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.
- 9.3 Any disclosure of Confidential Information permitted under clause 9.2.1 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the receiving party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.
- 9.4 Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 9.5 Confidential Information does not include information which:
- 9.5.1 is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the receiving party or a person employed or engaged by the receiving party contrary to their respective obligations of confidentiality; or
- 9.5.2 is or was made available or becomes available to the receiving party otherwise than pursuant to this agreement and free of any restrictions as to its use or disclosure.
- 9.6 Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party acknowledges and agrees that if the Confidential Information is used or disclosed other than in accordance with the terms of this Agreement, the disclosing party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this clause, in addition to any damages or other remedy to which it may be entitled.
- 9.7 This clause shall continue in force without limit in time notwithstanding the termination or expiry of this Agreement howsoever caused.
- 9.8 Each party shall have the right to use those parts of the Resulting IP that have been legitimately placed into the public domain and make references to the existence (but not the specific terms) of this Agreement for marketing and promotion activities, and to publicise the academic course(s) being offered that include teaching related to the Product.
- 10. MISCELLANEOUS**
- 10.1 Neither party will be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this Agreement and the time for performance of the affected obligations will be extended by such period as is reasonable.
- 10.2 Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.
- 10.3 A waiver (whether express or implied) by one of the parties of any of the provisions of this Agreement or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of this Agreement not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of this Agreement.
- 10.4 The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.
- 10.5 Neither party may assign, sub-license, transfer or otherwise dispose of any of its rights, or transfer or otherwise dispose of its obligations under this Agreement without the express prior written consent of the other party.
- 10.6 Nothing in this Agreement and no action taken by the parties pursuant to it shall constitute, or be deemed to constitute, the parties as a partnership, agency, association, joint venture or other co-operative entity.
- 10.7 The LICENSEE shall be responsible and liable for the acts and omissions of the Project Leader and the Students as if such acts or omissions were performed by the LICENSEE itself.
- 10.8 This Agreement and the documents referred to in it contain the whole Agreement between the parties relating to the subject matter of this Agreement and supersedes all previous agreements between the parties relating to that subject matter.
- 10.9 Each party acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty or other assurance except those set out in this Agreement.
- 10.10 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third person which exists or is available apart from that Act.
- 10.11 This Agreement is governed by and shall be construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorised representatives.

LICENSEE LEGAL ENTITY NAME:

LICENSEE PRINCIPAL / REGISTERED ADDRESS:

Signature of Authorised Representative of LICENSEE

Printed Name

Title (position)

Date

EUROPRACTICE Membership Number _____

For and on behalf of IMAGINATION

Signature of Authorised Representative

Printed Name

Title

Date