



**UNIVERSITY PRODUCT ADDENDUM NO. 5 TO
LIMITED USE LICENSE AGREEMENT**

This Product Addendum (the "**Addendum**") is made and entered into by and between Codalip s.r.o. ("**Codalip**") and Brno University of Technology ("**Licensee**"). The effective date of this Addendum ("**Addendum Effective Date**") shall be the date on which the last Party signs this Addendum as set forth below.

This is an Addendum to the Limited Use License Agreement (the "**Agreement**"), effective March 4th, 2016 by and between Codalip and Licensee. Any capitalized terms used herein and undefined shall have the meaning assigned to it in the Agreement. In the event of an inconsistency between the terms and conditions of this Addendum and the Agreement, the terms of this Addendum shall control.

1. **Codalip Products.** The Codalip Products licensed hereunder are:
IP Cores: Codix-Bk3 base configuration, Codix-Bk5 base configuration
EDA Software: 10 licenses for Codalip Studio (each license is a concurrent user license).
2. **Purpose.** To enable university facility and students to undertake studies and research related to ASIP development for non-commercial purposes only.
3. **Additional License Rights.** In addition to the license rights set forth in Section 2 (License Rights and Restrictions) of the Agreement, Codalip hereby grants to Licensee a non-transferable, nonexclusive, royalty free license (without right of sublicense) for the Term (as defined in Section 9 below) to manufacture and have manufactured integrated circuits which incorporate Codalip Products solely for the Purpose limited in quantity to that customarily manufactured in prototype runs.
4. **University Project Manager.** Licensee shall designate a project manager (a "**Project Manager**") who shall be responsible for maintaining complete, true and accurate records of: (i) who has or had access to the Codalip Products, (ii) each party's intended use for the Codalip Products (each a "**Project**"), (iii) the status of each Project, and (iv) such other information as Codalip may reasonably request from time to time. Licensee shall provide Codalip with a written report, on or around the first day of each calendar quarter, containing such information.

The name of the Project Manager is listed below and may be changed upon written notice to Codalip:

Name:	XXXXXXXXXX
Title:	
Working Address:	
Phone:	
Email:	

The Project Manager shall meet from time to time with Codalip, at Codalip request, but no less frequently than once per calendar quarter, at mutually agreed times and places (which may be by conference call) to discuss the Projects.

5. **Confidentiality.** The Project Manager shall ensure that prior to providing any access to the Codalip Products to any party, the receiving party is bound by the terms of the Non-Disclosure Agreement attached hereto as Exhibit B. The Project Manager shall retain a copy of the Non-Disclosure Agreement signed by the receiving party, as well as return the original to Codalip with Licensee's quarterly report as required under Section 4 above. In addition, if Codalip so requests, Licensee shall send the original NDAs prior to the end of the reporting period. Licensee acknowledges and

agrees that due to the unique nature of Codasip's Confidential Information, that any such breach of confidentiality with respect to the Codasip Products will allow Licensee or third parties to unfairly compete with Codasip and further agrees that it will obtain Codasip's prior written consent if it desires to publish or otherwise disseminate any information relating to or resulting from use of the Codasip Products, which consent will not be unreasonably withheld.

6. **Class Room Use.** Prior to Licensee's facility using the Codasip Products in a class room environment, the Project Manager shall inform Codasip of this activity, including submitting a syllabus of the course to Codasip. Codasip and the Project Manager shall agree on the general guidelines regarding how the Codasip Product may be used in a classroom environment without the necessity of the class attendees having to enter into a Non Disclosure Agreement with Codasip.
7. **Research.**
 - 7.1 Access to Research Results. Licensee hereby acknowledges and agrees that in consideration for the licenses granted hereunder, Licensee shall provided to Codasip any and all information arising from or related to the use of the Codasip Products. To the extend such information is documented in research reports or other electronic or written format, such information shall be provided to Codasip as part of Licensee's quarterly report as required under Section 4 above. Licensee shall also make available its Project Manager, facility and students using the Codasip Products to discuss with Codasip the status, implications, results and other aspects of their Projects, as may be requested by Codasip from time to time.
 - 7.2 Publication of Research Results. Licensee hereby acknowledges and agrees that in consideration for the licenses granted hereunder, Licensee shall (either directly or through its students) at least once in each calendar year (a) publish a paper about its work with the Codasip Product and (b) present a paper at a conference about its work with the Codasip Product. The Project Manager shall be responsible for identifying the appropriate research that will be presented or published and will obtain Codasip's prior written approval as to the content of the material as well to fulfill its obligations under Section 5 above.
8. **Grant Back.** Licensee hereby grants to Codasip a royalty-free, worldwide, transferable, sub licensable, irrevocable, right and license to use, copy, modify and distribute, including by incorporating into any software or service owned by Codasip, any suggestions, enhancements, recommendations or other feedback provided by Licensee relating to the Projects and to otherwise exploit such feedback in any manner and through any means of distribution that it deems fit.
9. **Term.** The Term of this Addendum shall be for 12 months from the Addendum Effective Date. Licensee shall sign and deliver to Codasip within 5 business days of expiration or termination of this Addendum, a Certificate of Destruction, the form of which is attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Codasip and Licensee have caused this Addendum to be executed by their duly authorized representatives as of the Addendum Effective Date.

By:

Name: KAREL

prof. Dr. Ing. Pavel Zemčík

Title: CEO

Title: _____

Date: 2019 / 08 / 05

Date 08 - 08 - 2019

Confidential