



UNIVERSITY PRODUCT ADDENDUM NO. 4 TO
LIMITED USE LICENSE AGREEMENT

This Product Addendum (the "**Addendum**") is made and entered into by and between Codasip Ltd. ("**Codasip**") 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 Codasip 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.

- Codasip Products.** The Codasip Products licensed hereunder are:
IP Cores: Codix-Ti base configuration, Codix-Co base configuration and Codix-He base configuration, Codix-Bk3 base configuration, Codix-Bk5 base configuration
EDA Software: 10 licenses for Codasip Studio (each license is a concurrent user license).
- Purpose.** To enable university facility and students to undertake studies and research related to ASIP development for non-commercial purposes only.
- Additional License Rights.** In addition to the license rights set forth in Section 2 (License Rights and Restrictions) of the Agreement, Codasip 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 Codasip Products solely for the Purpose limited in quantity to that customarily manufactured in prototype runs.
- 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 Codasip Products, (ii) each party's intended use for the Codasip Products (each a "**Project**"), (iii) the status of each Project, and (iv) such other information as Codasip may reasonably request from time to time. Licensee shall provide Codasip 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 Codasip:

Name:	Tomas Hruska
Title:	Professor
Working Address:	Bozotechova 1/2, 612 66, Czech Republic
Phone:	XXXXX
Email:	XXXXX

The Project Manager shall meet from time to time with Codasip, at Codasip 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.

- Confidentiality.** The Project Manager shall ensure that prior to providing any access to the Codasip 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 Codasip with Licensee's quarterly report as required under Section 4 above. In addition, if Codasip 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.**

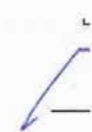
7.1 Access to Research Results. Licensee hereby acknowledges and agrees that in consideration for the licenses granted hereunder, Licensee shall provided to Codasip any and all information arising from or related to the use of the Codasip Products. To the extend such information is documented in research 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 MASARIK
Title: CEO
Date: 2018/07/30

RNO UNIVERSITY OF TECHNOLOGY
By: 
Name: PROF. DR. ING. PAVEL ZETIG
Title: DEAN
Date: AUGUST 16TH 2018

Confidential



Exhibit A
Sample Certificate of Destruction
Codasip Ltd Certificate of Destruction

Licensee acknowledges and certifies that the Codasip Products, and where applicable, all other Codasip Studio output created under Product Addendum 3 (collectively "**Design Materials**") to that certain Limited Use Agreement (the "**Agreement**") by and between Codasip and the Licensee identified below, effective March 4th, 2016, are no longer being used by Licensee and its University, for any purpose whatsoever. Licensee agrees that no copies of the Design Materials will be retained by Licensee or the University, except back-up copies made during the ordinary course of Licensee's business which are stored securely. Any capitalized term used herein and undefined shall have the meaning assigned to it in the Agreement.

Licensee represents and warrants that it has discontinued use of the Design Materials, delete the Design Materials and any associated license key code(s) from the system(s) on which they resided, and destroyed all media and associated documentation. Codasip shall retain the right to conduct an audit at its discretion to confirm such destruction and/or non-use of the Design Materials.

By signing this Certificate of Destruction, Licensee represents and warrants that it has completed its obligations under Product Addendum 2 to the Agreement with respect to the destruction of the Design Materials distributed to: [enter name of Licensee's site/office, including address where products were distributed to].

ACCEPTED AND AGREED by the following authorized representative of Licensee:

Brno University of Technology

By: _____

Name: _____

Title: _____

Date: _____

Confidential

This Nondisclosure Agreement (the "**Agreement**") is made and entered into by and between Codasip Ltd. having its principal place of business at Bozetechova 1/2,61200 Brno, Czech Republic ("**Discloser**"), and _____, an individual, with its place of residency at _____ ("**Recipient**"), each a "**Party**" and collectively the "**Parties**." The effective date of this Agreement ("**Effective Date**") shall be the date on which the last Party signs this Agreement as set forth below.

RECITALS

Whereas, Codasip desires that universities and their faculty and students have the opportunity to use and evaluate its technology to perform research related to ASIP development (the "**Purpose**"); and in connection with the Purpose, Codasip and Licensee will be disclosing certain confidential information to each other.

AGREEMENT

Now, Therefore, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information Defined. This Agreement shall apply to all non-public information disclosed by Discloser to Recipient in connection with the Purpose which: (a) is marked as "Confidential" or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form or (b) is designated "Confidential" or comparable language at the time of disclosure and summarized in writing to Recipient within 10 business days after such disclosure (the above is hereinafter referred to as "**Confidential Information**"). Confidential Information further includes without limitation and regardless of marking, Codasip Studio, any derivatives thereof, and all output files generated by or for Codasip Studio, including without limitation, soft cores, log files, data files, rule files and script files and the terms and conditions of this Agreement.

2. Exclusions. Confidential Information shall not, however, include any information which: (a) is now generally known or available or which, hereafter through no act or failure to act on the part of Recipient, becomes generally known or available; (b) is rightfully known to Recipient at the time of receiving such information; (c) is furnished to Recipient by a third party with the apparent authority to disclose such information and without restriction on disclosure; or (d) is independently developed by Recipient without having relied on the Confidential Information of Discloser. Either Party may disclose Confidential Information to the extent required by law, provided Recipient uses commercially reasonable efforts to give Discloser sufficient notice of such required disclosure

to allow Discloser a reasonable opportunity to object to and to take legal action to prevent such disclosure.

3. Treatment. Recipient shall: (a) not use the Confidential Information of Discloser for any purpose other than as is strictly necessary in order to evaluate and perform its obligations with respect to the Purpose; (b) hold the Confidential Information in strict confidence using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information of a similar nature; and (c) not reveal or disclose Confidential Information to any third party except to other university individuals which Recipient has confirmed with the applicable university administrator are under a binding non-disclosure agreement with Codasip. Recipient shall not remove from any copies of the Confidential Information any copyright or other proprietary notices inserted on Discloser's Confidential Information.

4. Warranty; Warranty Disclaimer. Discloser represents and warrants that it has the right to make the disclosures permitted under this Agreement without violating any applicable law or regulation or any legally enforceable agreement to which it is a party. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

5. Rights In Intellectual Property. This Agreement does not grant any intellectual property rights, including without limitation rights to patents, trademarks, copyrights or trade secrets, to Recipient except for the limited rights to use the Confidential Information to carry out discussions and research in furtherance of the Purpose. Recipient hereby grants to Discloser 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 Discloser, any suggestions, enhancements, recommendations or other feedback provided by Recipient relating to the Projects.

6. Term. The term of this Agreement shall be for 1 year from the Effective Date. Notwithstanding any termination of this Agreement, Recipient's duty to hold Confidential Information in confidence as set out in this Agreement expires 5 years from the date of last disclosure of Discloser's Confidential Information except for Confidential Information that constitutes a trade secret, in which case, any trade secrets shall remain confidential under the terms set forth in this Agreement and survive termination thereof until such

Licensee

time as the information classified as a trade secret in accordance with applicable law is no longer considered a trade secret by such law.

7. Return of Confidential Information. Upon expiration or termination of this Agreement or within 5 days of a request by Discloser, all originals and copies of Confidential Information in tangible form (including, without limitation, any summaries of orally disclosed information) and any reports, analyses, databases or anything else containing or based on Discloser's Confidential Information shall be, at Discloser's option, either returned to Discloser or destroyed by Recipient.

8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without reference to its conflicts of law provisions.

9. Injunctive Relief. Recipient acknowledges and agrees that due to the unique nature of the Discloser's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Recipient or third parties to unfairly compete with the Discloser resulting in irreparable harm to the Discloser and therefore, that upon any such breach or any threat thereof, the Discloser shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law, without the necessity of posting bond.

10. Independent Parties. This Agreement does not create any agency or partnership relationship between the Parties and shall not constitute or imply any promise to enter into any business arrangement by either Party. Each Party agrees that no contract or agreement providing for a transaction between the Parties exists unless and until a definitive agreement has been executed by duly authorized representatives of each Party.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that no Party shall have any right to assign its obligations, rights or privileges hereunder to any other person without the prior written consent of the other, and any such assignment shall be null and void.

12. Modification; Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought.

13. Signatures. This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements between the Parties with respect to such subject matter.

Licensee

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CODASIP LTD.

[NAME]

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____