

SIGASI SOFTWARE LICENSE AGREEMENT REVISION 2024-06-18

This Software License Agreement (the "Agreement") is a legally binding agreement between the User of the Software (the "User") and SIGASI nv ("SIGASI"), whose registered office is located at Kerkstraat 108, 9050 Gentbrugge, Belgium. By using, installing, or clicking the acceptance button of the software (as periodically updated by SIGASI, the "Software"), the User agrees to be bound by all the terms and conditions in this Agreement.

Both parties explicitly acknowledge that these terms and conditions are the only ones negotiated and accepted in accordance with applicable law. If the User does not fully accept and agree to these terms and conditions in their entirety, no contractual relationship shall be established between the Parties and the Licensee should decline these terms and conditions and will not be permitted to use the Software.

Article 1. DEFINITIONS

"Agreement" means the general terms and conditions outlined in this document and any attachments that form an integral part of the Agreement. These terms and conditions may be periodically updated by the Licensor on its website at <https://insights.sigasi.com/eula>. In such cases, the Licensee will be duly notified of any updates

"Acceptance" means Licensee's act of submitting a purchase order or any other document expressing a purchase decision in response to Licensor's quotation, or the Licensee's request for a Trial License

"Acceptance Documents" means purchase Orders or similar written documents submitted by the Licensee to indicate acceptance in response to a Quote (offer of agreement) provided by SIGASI

"Applicable Data Protection Laws" means the following:

- (a) Regulation (EU) 2016 of the European Parliament and of the Council from 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC ("GDPR"),
- (b) the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data,
- (c) all other applicable data protection and privacy laws and regulations applicable to the processing of personal data under the Agreement and
- (d) any changes to or the replacement of the previous legislation, if applicable

"Bug" means an error, flaw, or fault in a computer program or system that leads to incorrect or unexpected results, or causes the program or system to operate in unintended ways

"Commercial Use" means use of the Software (i) in consultancy engagements, (ii) for application development beyond an evaluation phase, or (iii) in Production design flows

"Community Edition Software" means the specific version of the SIGASI(R) Visual HDL(TM) Community Edition software product, in executable code form only, licensed to Licensee under this Agreement, free of charge

"Documentation" means the applicable official Software documentation which can be consulted at <https://insights.sigasi.com>

"Force Majeure" means the event or circumstance beyond the control of a Party, that occurred without fault or negligence of the Party and that the Party could not have reasonably foreseen or prevented, that leads to the affected Party being impeded in the performance of whole or part of the Agreement, either temporarily or permanently. Force Majeure is by example: riot, (civil) war, invasion, hostilities, fire, earthquakes, floods, other physical natural disaster, (acts of) terrorism, governmental measures, general strikes or industrial disputes which affect an essential part of the Services (excluding strikes in the affected Party, its subcontractors or supplier's company)

"Environment" means the equipment (hardware and software) necessary to run the Software

"License" means the right obtained under the present Agreement to use the Software under the conditions set out in the present Agreement

"Licensee" means the legal entity that transacts on behalf of the user(s) of the Software or, as the case may be, the user of the Software provided by SIGASI

"Licensor" means SIGASI nv

"Patch" means a piece of code that is applied to a computer program to fix bugs, improve functionality, or address security vulnerabilities. It is typically a temporary solution that modifies the existing software until a more comprehensive update or new version is released. Patches can also introduce new features or enhance performance

"Personal Use" means using the Software for learning, experimenting, evaluating, or studying purposes related to design modeling, executing investigative projects, or testing optimization ideas, provided these activities are not for Commercial Use

"Production" encompasses any of the following activities: (i) Utilizing optimization modeling results to make business decisions or to conduct business operations. (ii) Operating the Software in conjunction with other commercial Electronic Design Automation (EDA) applications. (iii) Employing the Software in an operational setting to process design data for a commercial product, or to allow users to access such data

"Software" means the application with the functionalities detailed in the accompanying Documentation, including the Documentation itself

"Trial License" means a temporary grant of License, with a temporary License Key, for the purpose of evaluating the Software by the Licensee

"Update" means a new version of the Software that provides improvements, fixes, and enhancements to an existing software program. Updates can include new features, performance improvements, security patches, bug fixes, and other modifications that enhance the Software's functionality and user experience

Article 2. GRANT OF LICENSE

2.1. The Licensor grants the Licensee a non-exclusive, non-transferable and non-sublicensable right to use the Software and all accompanying documentation for the Licensee's internal business purposes. This right is subject to the payment of applicable fees and adherence to an approved licensing model and/or a Software License Key.

2.2. For the use of the Community Edition Software or a Trial License, the Licensor grants a royalty-free, limited, non-exclusive, non-transferable and non-sublicensable single-user license to install the Software on one desktop, computer, or workstation that is owned, controlled, and used exclusively by the Licensee. The Licensee is permitted to use the Software solely for Personal Use and is prohibited from using it for any other purpose, including but not limited to Commercial Use.

2.3. The use of the Software may be restricted by a Software License Key that reflects the licensing model used to calculate the applicable license fees paid or payable by the Licensee, whether per processor, user, or another licensing model.

2.4. The Licensee may use the Software on a single computer (whether under a node-locked license, floating license, or other) located in a country where the Software can be legally exported. The license use is regionally bound to the locations of the Acceptance Documents, unless the license is purchased as a global license. In any case, the Licensee must not use or access the Software in any country under an EU or US embargo or in violation of any EU or US export laws or regulations.

2.5. The Community Edition Software and its associated documentation, specifications, and features are subject to change at any time, with or without notice. SIGASI reserves the right to alter, modify, amend, or update the Community Edition Software at any time, without providing a reason or justification to the Licensee. SIGASI also reserves the right to alter the specifications, capabilities, or functions of the Software or to discontinue its delivery at any time. The Community Edition will require a connection to SIGASI's server to gather data regarding the Licensee's utilization and application of the Software for statistical analysis and potential enhancement of SIGASI's software products.

Article 3. LIMITATIONS OF USE - PROHIBITIONS

3.1. Licensees under this Agreement are prohibited from:

- (a) Copying or duplicating the Software, or permitting others to do so, except as expressly permitted by this Agreement.
- (b) Creating or attempting to create, or permitting others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object or executable program, or from other information made available under this Agreement or otherwise whether oral, written, tangible, or intangible.
- (c) Using or exploiting the Software for any purposes other than those expressly provided in this Agreement.
- (d) Adapting, altering, modifying, translating, or creating derivative works of the Software, or separating from the Software any of its component parts.
- (e) Allowing any third party to access or use the Software for any reason.

Notwithstanding the foregoing, the Licensee is entitled to create one (1) copy of the Software for backup purposes, provided such copy includes the notation "Copyright SIGASI". The Licensee must securely store this backup.

Licensees of the Community Edition Software are expressly prohibited from engaging in Commercial Use or benchmarking with the Software, and from publishing any benchmarks derived therefrom. Additionally, Licensees of the Community Edition are prohibited from circumventing the online connection requirement to the Licensor's server.

3.2. The Licensee may not publish any printed, online, or electronic documentation except solely for private or internal servicing, operating, or training purposes.

3.3. The Licensee may not remove any titles, trademarks, trade names, copyright notices, or other proprietary markings on the Software. SIGASI retains all rights not expressly granted to the Licensee under this Agreement.

3.4. The Licensee may not sell, rent, lease, or otherwise transfer any or all of the Software, the Documentation, or any copies thereof without the prior written consent of SIGASI. The Licensee may not sublicense, assign, delegate, rent, lease, or otherwise transfer any or all of its rights under this Agreement to any third party.

Article 4. DURATION - TERMINATION

4.1. This Agreement becomes effective upon Acceptance or upon downloading, installing, or using the Software by the Licensee.

4.2. The License granted for Commercial Use remains valid for one (1) year, unless otherwise specified in the Acceptance documents. Upon the expiration of the authorized term, the License automatically terminates unless negotiations for renewal or purchase are ongoing. During negotiations, the License may be extended for a maximum of three (3) months under the terms of this Agreement. The Trial License is limited to one (1)

month, unless otherwise agreed upon in writing. In the case of using the Community Edition Software, the Agreement continues indefinitely unless terminated by either Party.

4.3. Any attempt to copy, modify, sublicense, or distribute the Software is void and automatically terminates the Licensee's rights under this Agreement.

4.4. Upon termination, the Licensee must immediately cease using the Software and delete all copies residing on their computer, network, and/or system. Upon request by SIGASI, the Licensee must certify compliance with this section.

4.5. Licensees of the Community Edition Software acknowledge that any use beyond the authorized scope, such as Commercial Use, requires entering into a Commercial Software license or hosted services agreement according to SIGASI's or its affiliates' standard terms and conditions, along with payment of applicable fees.

4.6. The Agreement for Commercial Use may be extended upon timely payment of the license fee by the Licensee. In such cases, the terms of the then current Agreement continue to apply.

4.7. Either Party may terminate the Agreement by sending a written notice of termination by registered mail in the following circumstances:

- in the event of a material breach by the other Party, provided such breach remains unremedied for fifteen (15) calendar days after the sending of the written notice.
- in the event of a Force Majeure event lasting longer than sixty (60) calendar days.

4.8. Either Party may terminate the Agreement without prior notice by sending a written notice of termination under the following circumstances:

- in the event that the other Party is declared bankrupt, files for bankruptcy or has a petition for bankruptcy filed against it, or is manifestly insolvent.
- in the event of dissolution and/or liquidation of the other Party's company.
- if a part or all of the other Party's assets have been seized or other executive or protective measures have been taken.

4.9. The Parties acknowledge that certain provisions of this Agreement which by their nature are intended to survive such termination or expiration shall continue to be in full force and effect. These provisions include but are not limited to those related to confidentiality, intellectual property rights, limitation of liability, indemnification, and any other obligations which expressly or by implication are intended to survive the termination or expiration of this Agreement (such as, but not limited to, the prohibitions from Article 3).

Article 5. CONSEQUENCES OF TERMINATION OF THE AGREEMENT FOR COMMERCIAL USE

5.1. As from the notice of termination, all sums owed to the Licensor will become due and payable, except if the termination is due to a material breach of the Agreement by the Licensor.

5.2. As from the effective date of termination, the Parties will cease using the other Party's Confidential Information and intellectual property rights, unless in so far permitted by this Agreement.

5.3. In case the Licensee terminates the Agreement, SIGASI shall not refund any license fees paid by the Licensee, partially or totally.

Article 6. FEES - INVOICING AND PAYMENT

6.1. The license fee for Commercial Use is detailed in the Acceptance Documents. The license fee includes delivery, training, documentation, support, maintenance, and updates.

6.2 All other ancillary costs and expenses that the Licensor may incur, such as travel time and costs, shall be mutually agreed upon by the Parties.

6.3. If the Licensee decides to terminate the Agreement before the expiration of the contractually stipulated term, the amounts paid will remain acquired on behalf of the Licensor. Under no circumstances will the Licensor be obliged to refund payments pursuant to invoicing due.

6.4. In case of dispute, the Licensee shall notify the Licensor within eight (8) days of receipt of the invoice and will provide the Licensor with its grounds for dispute. The Parties will enter into good faith discussions to resolve the dispute.

Article 7. DELIVERY under a Commercial License

7.1. The Software will be delivered to the Licensee's premises as set out in the preamble of the Agreement.

7.2. The Software will be enabled via a software key to the Licensee.

7.3. The Licensee will ensure that the Environment is available and ready for installation of the Software prior to the delivery of the Software. SIGASI is not responsible for occasional modifications to the Environment in order to make the Software run.

7.4. The relevant user documentation concerning the Software can be consulted at <https://insights.sigasi.com>.

7.5. The Licensor shall make all efforts necessary for the Software to conform to the requirements and specifications of the Documentation.

Article 8. TRAINING under a Commercial License

- 8.1. Upon request and at mutually agreed-upon times, the Licensor will provide the Licensee with relevant training to utilize the Software. This training opportunity is open to all Licensees.
- 8.2. The Licensee agrees to training based on the 'train the trainer' principle, where key personnel is responsible for training all other relevant end users of the Software. The Licensor will supply training materials for this purpose.
- 8.3. Training sessions will be conducted in English via video conference.
- 8.4. The Licensee is prohibited from reproducing, distributing, or publicly displaying the training material without prior written consent from the Licensor.

Article 9. SUPPORT AND MAINTENANCE under a Commercial License

9.1. Throughout the term of this Agreement, the Licensor provides support and maintenance services to the Licensee, which include the following:

- availability of an online Helpdesk 24/7, where the Licensee can submit tickets and indicate severity (fatal, critical, major, minor, annoyance)
- severity ranking conducted by the Licensor
- confirmation of receipt of a ticket within the next business day.
- analysis feedback based on severity ranking within 2 to 4 business days
- detailed issue analysis and online face-to-face discussions in case of high-severity issues
- release of a Patch when multiple Licensees report the same Bug

9.2. The Licensor is not required to provide support and maintenance if:

- the Licensee used the Software in combination with software or hardware that is not in accordance with the requirements (including when such software or hardware caused Bugs) -
- the Licensee has, without the Licensor's permission or in violation of this Agreement, made modifications or has allowed third parties to make modifications or alterations
- the Licensee has used the Software in an incorrect or improper way
- the Licensee failed to install any updates required by the Licensor within the timeframe indicated by the Licensor

9.3. In order to permit the Licensor to provide support and maintenance, the Licensee shall:

- when reporting a Bug, include all reasonable information that is available to the Licensee -
- provide the Licensor with reasonable information and cooperation, including, as the case may be, providing the necessary facilities or entrance to the Licensee's systems (remotely or on-site), infrastructure or locations

Article 10. SOFTWARE UPDATES under a Commercial License

The Licensee will receive software updates at least twice a year. The Licensee retains the discretion to accept the updated or amended Software. The Licensor does not guarantee that the Software will always function as expected or be free of errors.

Article 11. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

11.1. All intellectual property rights in the Software shall remain vested in the Licensor. The Licensee shall only be granted the limited license as set out in Article 2.

11.2. The Licensor shall defend, indemnify and hold harmless the Commercial Licensee from all damages, losses, expenses and costs incurred as a result of a claim instituted by a third party on account of the fact that the Software infringes upon the third party's intellectual property rights. The Licensee will notify the Licensor immediately of any claim that it receives. Upon the Licensor's request and at the Licensor's cost, the Licensee will reasonably cooperate with the Licensor in defending the claim.

11.3. Without prejudice to the Licensee's right to claim damages, the Licensor shall at its own expense and in mutual consultation with the Licensee:

- procure the right for the Licensee to continue using the Software
- modify the Software in such a way that it no longer infringes upon any third party intellectual rights

11.4. The Licensee has not acquired, by virtue of this Agreement, any right of ownership in or to the Software, the Documentation or any related patent, copyright, trademark or other intellectual property right. By virtue of this Agreement, the Licensee has acquired a right of limited usage solely in and to the physical media on which the Software and the Documentation are recorded or fixed. SIGASI, its licensors and their respective licensors retain all right, title and interest in and to the Software, the Documentation and any and all copies thereof, except for the rights expressly granted to the Licensee pursuant to this Agreement. Such right, title and interest of SIGASI is, and such right, title and interest of SIGASI's licensors and their respective licensors may be protected by applicable copyright laws and international treaties.

11.5. The Licensee of the Community Edition shall at their own expense, fully indemnify and hold SIGASI harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs and expenses, including any attorney fee arising out of any use. The Licensee bears all risks associated with the use of the Software.

11.6. The Licensee will use all reasonable and adequate organizational, technological and security measures to prevent unauthorized use of or access to the Software and to ensure that the Software is only used in accordance with the terms of this Agreement.

Article 12. CONFIDENTIALITY

12.1. Either Party shall keep confidential all information that it receives in relation to the other Party, its technical and operational structure, its products and services, its financial information, its personal data, its intellectual property, the Software and Hardware, and any other software and hardware as may be used by the Licensee.

12.2. Any information exchanged may only be used for the purpose of fulfilling the Agreement and may only be shared with employees within its organization that need to know such information. Neither Party shall be entitled to disclose confidential information to a third party without the other Party's prior written approval. Both Parties commit to take reasonable measures to protect the other Party's confidential information, which will in any event not be less stringent than the measures it undertakes for its own confidential information.

12.3. The following types of information shall not constitute confidential information:

- (i) information lawfully obtained from a third party
- (ii) information lawfully known to a Party prior to entering into the Agreement
- (iii) information that entered the public domain through no act or omission of a Party
- (iv) information developed independently without violating the Agreement

12.4. In the event that a Party is required by a law or decision of a regulatory, administrative or otherwise competent body to disclose confidential information, such Party will notify the other Party of such request, if permitted, in order to allow the said Party to take any measures necessary to prevent or limit disclosure. If the Party required to make the disclosure is not entitled to inform the other Party, disclosure of confidential information will be limited to what is strictly necessary for such Party to comply and will inform the other Party that it has made a disclosure as soon as it is permitted.

12.5. This obligation of confidentiality will survive the termination of the Agreement.

Article 13. DATA PROTECTION

13.1. Each Party shall, at all times, comply with its respective obligations under all Applicable Data Protection Laws in relation to all personal data that is being processed under the Agreement in relation to the Software. Insofar the Licensor, in its capacity of processor, would process personal data on behalf of the Licensee, the Licensee will, in its capacity of controller, remain responsible for setting out the purpose and means of the processing and the Licensor will respect all reasonable instructions provided by Licensee in relation thereto. Parties shall, upon either Party's first request, enter into a data processing agreement.

13.2. The Licensee of the Community Edition acknowledges and consents to the following: - SIGASI uses the information provided during the software download request for the purposes of facilitating and confirming the Licensee's download of the Software,

as well as for other pertinent purposes. This information may also be utilized by SIGASI to contact the Licensee regarding additional products, surveys, feedback, services, or offers. The Licensee retains the right to review which personal information is being transmitted and to not execute the transmission if desired.

- SIGASI gathers data regarding the Licensee's utilization and application of the Software for statistical analysis and potential enhancement of its software products. This information remains confidential and will not be disclosed by SIGASI unless presented in an appropriately aggregated and anonymized format.

Article 14. NO WARRANTY, DISCLAIMER OF LIABILITY

14.1. Unless stated otherwise in the Acceptance Documents, the Licensor does not warrant that the Software will at all times function as expected or will be error-free.

14.2. The Software provided under the Community Edition or Trial License is provided "AS IS" and "WITH ALL FAULTS," without any warranty, express or implied. SIGASI does not guarantee that the Software will meet the Licensee's specific requirements or operate without errors or interruptions. The Licensee acknowledges and agrees that SIGASI shall not be liable for any shortcomings, errors, or interruptions in the Software or its delivery. SIGASI expressly disclaims all implied warranties and representations, including those of quality, fitness for a particular purpose, or non-infringement of third-party rights, to the fullest extent permitted by law. No advice or information provided by SIGASI shall create a warranty.

14.3. Under this Agreement, SIGASI or any of its affiliates shall under no circumstances be liable for any direct, indirect, consequential, incidental, special, punitive or other damages whatsoever, or for any loss of profits, loss of data, loss of savings or business system breakdown, or operational damage of any dimension whatever, arising out of or related to this Agreement even if SIGASI or its affiliates have been advised of the possibility of such damages. The foregoing shall apply to the extent permitted by applicable law. SIGASI, its distributors and licensors' liability under this Agreement will not, in any event, exceed the amount as mentioned in Article 14.5.

14.4. The limitation of liability does not apply to (i) the Licensor's willful misconduct or (ii) fraud.

14.5. The liability that the Licensor may incur is limited to the reimbursement of damages up to the maximum value of the last year's worth of payment for licenses for Commercial Use under this Agreement.

14.6. The Parties acknowledge and agree that any commitment undertaken by the Licensor under this Agreement shall be deemed to be best efforts obligations. The Licensor shall use all reasonable endeavors to perform the services and fulfill its commitments under this Agreement to the best of its ability. However, the Licensor does not guarantee any specific results or outcomes from the services provided.

14.7. The Parties acknowledge and agree that the delivery of Software inherently involves complexities and uncertainties that may lead to errors, bugs or other issues despite the exercise of due care and diligence by the Licensor. The Licensor shall not be held liable for any failure to achieve the desired results, provided that the Licensor has exercised due care and diligence in the performance of its commitments under this Agreement.

Article 15. FORCE MAJEURE

15.1. Neither Party can be held to perform its obligations under the Agreement if prevented from doing so by Force Majeure.

15.2. When there is a Force Majeure event as well as upon termination thereof, the affected Party will immediately notify the other Party. The affected Party shall use all reasonable efforts to mitigate the effects of such Force Majeure event upon the performance of this Agreement. Upon the cessation of the Force Majeure event, the Parties shall promptly resume performance of their obligations under this Agreement. Regardless of which Party was affected, the obligations will be resumed with as little delay as possible. In no event can the extension of the timeline be longer than the number of calendar days that the Force Majeure event persisted.

Article 16. DISPUTES

16.1. The Agreement shall be construed in accordance with and governed by the laws of Belgium.

16.2. In the event of disputes concerning the conclusion, execution, termination and/or interpretation of the Agreement, the Parties commit themselves to enter into good faith discussions with a view of resolving the dispute amicably. In the event the Parties do not reach an amicable settlement, the competent courts of Ghent (Belgium) will have exclusive jurisdiction to settle the dispute.

Article 17. EXPORT COMPLIANCE

Licensee shall comply with all applicable export compliance requirements including applicable US and European export laws and regulations and those of other relevant foreign jurisdictions. Licensee shall not use or access the Software in an EU or US embargoed country or in violation of any EU or US export law or regulation. Licensee warrants and represents that it is not named on any government denied-party list.

Article 18. MISCELLANEOUS

18.1. This Agreement constitutes the entire agreement between the Parties and replaces all of the Parties' previous understandings, agreements and proposals, whether orally or in writing, relating to the subject matter of this Agreement.

18.2. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party.

18.3. If any provision or part of a provision of this Agreement becomes null, illegal, invalid or unenforceable, the other provisions of this Agreement will stay in effect and their validity shall not be affected. The Parties will negotiate in good faith to remedy the nullity, illegality, invalidity or unenforceability of the provision by replacing the provision with a legal, valid or unenforceable provision with the same, or largely the same, impact and meaning as the original provision.

18.4. Third-party Software. To use the Software, the Licensee may need to install on its network certain other software or components that are licensed or are available in the public domain including open-source software. SIGASI has no proprietary interest in or to such third-party software and the third-party software is not licensed under this Agreement. The Licensee's rights in the third-party software are governed by and subject to the terms and conditions set forth in their applicable license(s).

18.5 Licensee acknowledges and agrees that SIGASI may, upon reasonable notice, request records to verify that Licensee's use of the Software complies with the terms of this Agreement.

18.6. The failure or neglect of a party to enforce any rights or impose any sanctions under this Agreement will not be deemed to be a waiver of that Party's rights. A waiver is only effective if given in writing by the Party waiving its rights. Such waiver can never be interpreted as a waiver of any other right or claim under this Agreement.

18.7. The Licensor reserves the right to modify the terms of this license agreement at any time, provided that notice of such changes is given to the Licensee. Upon receiving notice of the changes, the Licensee will have the option to either accept the changes and continue with the Agreement or to reject the modified terms and terminate the Agreement without penalty.