



MICROSEMI SOC CORP. SOFTCONSOLE SOFTWARE LICENSE AGREEMENT

SoftConsole Copyright © 2006-2015 Microsemi Corporation

THIS DOCUMENT INCLUDES THE FOLLOWING:

MICROSEMI SOC CORP. SOFTCONSOLE SOFTWARE LICENSE AGREEMENT

Note: This license agreement ("License") only concerns the following software: SoftConsole. SoftConsole is licensed under the following terms and conditions.

PLEASE READ: BEFORE INSTALLING THIS SOFTWARE, CAREFULLY READ THE FOLLOWING MICROSEMI SOC CORP. LICENSE AGREEMENT REGARDING THE USE OF THIS SOFTWARE. INSTALLING THIS SOFTWARE INDICATES THAT YOU ACCEPT AND UNDERSTAND ALL ASPECTS OF THIS LICENSE AND WILL ABIDE BY THE REFERENCED LEGAL LICENSES REGARDING THE USE OF THESE COMPANIES' RESPECTIVE PRODUCTS. INSTALLING THIS SOFTWARE INDICATES THAT YOU ACCEPT AND UNDERSTAND THESE LICENSES AND WILL ABIDE BY THEM. IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS, DO NOT PROCEED WITH THE INSTALLATION AND RETURN THE SOFTWARE TO MICROSEMI SOC CORP.

Hereinafter, Microsemi SoC Corp. shall be referred to as "Licensor" or "Author," whereas the other party to this License shall be referred to as "Licensee." Each party to this License shall be referred to, singularly, as a "Party," or, collectively, as the "Parties."

The rights granted to the Licensee in the License Grant, below shall automatically terminate if Licensee fails to provide the above Copyright notice and this permission notice in all copies, modifications and/or distributions of SoftConsole.

License Grant – Licensor hereby grants Licensee a nonexclusive, nontransferable license for a particular employee(s) or those persons designated by Licensee ("Permitted Users") to use SoftConsole, including all software documentation, and (collectively "Software") exclusively as set forth herein. Licensee agrees that the Software may only be used for the purposes of designing semiconductor products proprietary to Licensee, and creating and testing embedded software designs for system on chip programmable devices and programming such designs on devices, and for no other purpose ("Purpose"). Unauthorized copying or failure to comply with the above restrictions will result in automatic termination of this SoftConsole License and will make available to Licensor other legal remedies.

Restricted Use - Licensee agrees that the Software and its outputs may be used only for the Purpose, as defined above.

Protected Use - Licensee agrees to ensure that only Permitted Users of the Software will use the Software and to indemnify Licensor from costs, losses and expenses of any kind resulting from unauthorized use or dissemination of the Software copy provided under this SoftConsole License and each copy and any code reproduced directly or indirectly from such copy, as well as any reverse engineering or decompilation of the software.

CONFIDENTIAL INFORMATION - Licensee acknowledges and agrees that the Software contains highly confidential and proprietary information of Licensor. Accordingly Licensee will not disclose such information to any third party. Licensee will not attempt to reverse engineer, decompile or otherwise

attempt to derive the source code of the Software. Any use or attempted use of the Software in violation of the foregoing restrictions is a breach of this SoftConsole License that will cause irreparable harm to Licensor entitling Licensor to injunctive relief in addition to all legal remedies. The provisions of this paragraph will not apply to any portion of the Software that is made generally publically available in source code format (a) in this Software by Licensor, or (b) by any third party, other than through the act or omission of Licensee.

WARRANTY and LIABILITY - SOFTCONSOLE IS PROVIDED "AS IS" AND THE AUTHOR/LICENSOR DISCLAIMS ALL WARRANTIES WITH REGARD TO SOFTCONSOLE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE BY LICENSEE WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT SHALL AUTHOR/LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTCONSOLE.

Third-Party Suppliers - The Software licensed under this License may contain or be derived from portions of materials by third parties under license to Licensor. SUCH THIRD PARTIES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF SUCH MATERIALS IN CONNECTION WITH THEIR SOFTWARE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any such third party may enforce the provisions of this License to the extent such third party materials are affected. In addition, any limitation of liabilities described in the License also apply to any third-party supplier of materials supplied to Licensee. Licensor and its third-party supplier limitations of liabilities are not cumulative. All such third-party suppliers are intended beneficiaries of this section.

Export Control: Information furnished to Licensee may include United States origin technical data. Accordingly, Licensee is responsible for complying with, and warrants to Licensor that it will comply with, all U.S. export control laws and regulations, including the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control including any other U.S. Government regulation applicable to the export, re-export, or disclosure of such controlled technical data (or the products thereof) to Foreign Nationals, whether within or without the U.S., including those employed by, or otherwise associated with, Licensee. Licensee shall obtain Licensor's written consent prior to submitting any request for authority to export any such technical data. Licensee may use the Software outside the United States only if Licensee takes reasonable precautions to protect Licensor copyrights and trade secrets in the Software in the foreign country in which the Software is used. In addition, before taking any copy of the Software, in whole or in part, outside the United States, or providing the Software to a foreign national, Licensee shall first comply with all requirements of the United States Office of Export Administration and other appropriate governmental authorities of the United States. Government Use - Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software - Restricted Rights.

ADR: Any dispute between the Parties arising from or related to this License or the subject matter hereof, including its validity, construction or performance thereunder, shall be exclusively resolved through arbitration by a mutually acceptable impartial and neutral arbitrator appointed by the Judicial Arbitration and Mediation Services (JAMS) in accordance with its rules and procedures. If the Parties are not able to agree on an arbitrator within 10 days of the date of request for mediation is served, then JAMS shall

appoint an arbitrator. Notice of arbitration shall be served and filed with the JAMS main offices in Irvine, California. Each Party shall be responsible for all costs associated with the preparation and representation by attorneys, or any other persons retained thereby, to assist in connection with any such Arbitration. However, all costs charged by the mutually agreed upon Arbitration entity shall be equally shared by the Parties. The Party seeking Mediation and/or Arbitration as provided herein agrees that the venue for any such Mediation and Arbitration shall be selected by the other Party and that such venue must be Los Angeles, California; New York, New York; or Chicago, Illinois; whereby the applicable law and provisions of the Evidence Code of the State selected thereby shall be applicable and shall govern the validity, construction and performance of this License.

Governing Law: This license will be governed by the laws of the State of California, without regard to its conflict of law provisions.

Third Party Licenses:

Microsemi SoftConsole uses a number of freeware and/or open source packages whose use is governed by the licenses specified in the accompanying readme files.

Any restriction on use in this License will not apply, to the extent it conflicts with the license terms for third party open source components. To the extent the licenses listed below require an offer of source code for the applicable component, that offer is hereby made. Any request for source code pursuant to such offer should be made only to **Microsemi's legal department, by sending an email to david.sutton@microsemi.com.**

Entire Agreement: This document constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all other communications whether written or oral.