

**iNoCULATOR™ EVALUATION AGREEMENT**

<b>Signature IP Corporation ("Signature")</b>		<b>Evaluator:</b>	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date of Signature:		Date of Signature:	
Principal Place of Business:	500 E. Calaveras Blvd, Suite 218 Milpitas, California 95035 USA	Principal Place of Business:	
Agreement Effective Date			

This iNoCulator™ Evaluation Agreement is made and entered as of the Agreement Effective Date listed above by and between Signature and Evaluator (each individually a "Party" and collectively the "Parties"). The "Agreement" consists of this Preamble, the terms and conditions herein and other Exhibits or Attachments expressly referenced herein. In consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

- Evaluation License Grant.** Signature grants to the Evaluator a no charge, limited, non-transferable, non-assignable, and non-exclusive right and license to install and use a copy of the Signature's SaaS-based EDA tool known as iNoCulator referred to as the "Licensed Technology", as defined in Exhibit A, on a single computer system which hosts the functionality of the Licensed Technology for access by individual connected computer terminals, and to use the accompanying documentation, solely for internal evaluation and testing for the period set forth in Exhibit A ("Evaluation Period").
- Restrictions.** The Licensed Technology may not be modified, reverse compiled, disassembled, decrypted, extracted or otherwise reverse engineered or used for time share or service bureau purposes. Additionally, Licensed Technology may not be used, translated, copied, leased, rented, sold, sublicensed, or otherwise transferred except as expressly permitted in this Agreement. The Evaluator shall not remove or alter any proprietary notices, legends, symbols, or labels in the Licensed Technology, including, but not limited to, any trademark, logo or copyright. The Evaluator agrees not to disclose or provide the Licensed Technology, or any information relating to the Licensed Technology (including the results of use and testing or benchmark testing) to any other party without Signature prior written permission. Evaluator may not use the Licensed Technology for production or commercial use of any kind. However, as described in Exhibit A, the Evaluator does have the option to enter into a separate license agreement to use the Licensed Technology for production or commercial use.
- Termination.** Signature may terminate this Agreement with or without cause upon notice to the Evaluator. Upon termination or expiration of this Agreement or at the expiration of the Evaluation Period, whichever occurs first, the Evaluator shall

immediately cease use of the Licensed Technology and immediately remove and destroy all copies of the Licensed Technology or any part thereof. All provisions of this Agreement other than Section 1 shall survive termination.

- Proprietary Rights.** The Evaluator acknowledges that no title to the intellectual property in the Licensed Technology or accompanying documentation is transferred to it. The Evaluator further acknowledges that title and full ownership rights to the Licensed Technology and accompanying documentation will remain the exclusive property of Signature. Signature reserves all rights not expressly granted hereunder.
- Warranty Disclaimer.** THE LICENSED TECHNOLOGY IS PROVIDED TO THE EVALUATOR "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND SIGNATURE EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY WITH REGARD TO PERFORMANCE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SIGNATURE SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION AND USE OF THE LICENSED TECHNOLOGY AND DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE, AND THAT THE LICENSED TECHNOLOGY AND DELIVERABLES WILL MEET ANY OF THE EXPECTATIONS OF EVALUATOR,
- Limitation of Liability.** SIGNATURE SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY THE EVALUATOR OR ANY USER OF THE LICENSED TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF SIGNATURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.
- Governing Law; Forum.** This Agreement will be governed and interpreted in accordance with the laws the State of California, without giving effect to any conflict of laws provisions. The courts residing in the County of Santa Clara, California, U.S.A. shall have exclusive jurisdiction to adjudicate any dispute

arising out of this Agreement. Each Party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being affected upon it by registered mail and sent to the addresses shown above. The United Nations Convention on Contracts for International Sale of Goods is specifically disclaimed.

8. **Injunctive Relief.** Evaluator agrees that a breach by Evaluator of this Agreement will cause irreparable damage to Signature and Signature shall be entitled to specific performance, injunctive relief, or similar equitable relief. The rights of Signature under this Section 8 shall not in any way be construed to limit or restrict its rights to seek or obtain other damages or relief available under this Agreement or applicable law.

9. **Export Control.** The Evaluator is responsible for complying with all trade regulations and laws, both foreign and domestic. Evaluator acknowledges that none of the Licensed Technology, any direct product thereof, or any underlying information, documentation, or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Sudan, Syria, or any other country subject to a U.S. embargo; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List. By using the

Licensed Technology, Evaluator agrees to the foregoing and represents and warrants that (a) no U.S. federal agency has suspended, revoked, or denied Evaluator's export privileges, (b) Evaluator is not located in or under the control of a national or resident of any such country or on any such list, and (c) Evaluator will not export or re-export the Licensed Technology to any prohibited country, or to any prohibited person, entity, or end user as specified by U.S. export controls. Evaluator agrees to indemnify and hold Signature harmless from any and all costs, damages, fines, or other expenses incurred by Signature by reason of Evaluator's violation of these representations of Evaluator including Signature's attorneys' fees.

10. **Miscellaneous.** The Evaluator agrees that this is the entire agreement between it and Signature which supersedes any and all other communications (written or oral) between the Parties relating to the subject matter of this Agreement. This Agreement may not be amended except in writing, signed by both Parties. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

#### Exhibit A - Licensed Technology

Licensed Technology	Evaluation Period
iNoCulator™	15 days

The Evaluation Period begins on the date of the receipt of the Licensed Technology.

"Licensed Technology" means (a) Cloud-based EDA tool known as iNoCulator listed above and (b) all applicable documentation supplied by Signature to Evaluator under this Agreement.

The Licensed Technology will permit the Evaluator to do Topology Creation, PPA Evaluation, and RTL Generation and Top-level Design View.

During the Evaluation Period, Signature agrees to provide reasonable support at no charge to the Evaluator to assist in the evaluation.

Following the Evaluation Period, the Evaluator has the option of purchasing an annual subscription license for iNoCulator under a separate license agreement. In addition to the features listed above, the annual subscription license will also permit Topology Simulation and Topology download that contains a fee per design, all of which will be more fully described in the separate license agreement.

