

## EUROPRACTICE DESIGN KIT LICENCE AGREEMENT

THIS DESIGN KIT LICENCE AGREEMENT (“**DKLA**”) is effective as of the

\_\_\_\_\_ (“**Effective Date**”)

BETWEEN

**PRAGMATIC SEMICONDUCTOR LIMITED** a company registered in England and Wales with company number 07423954 having its registered office at The Neville Hamlin Building, Thomas Wright Way, NETPark, Sedgefield, Co. Durham TS21 3FG, United Kingdom (“**Pragmatic**”)

AND

**IMEC (Interuniversitair Micro-Electronica Centrum) vzw**, Register of Legal Entities Leuven VAT BE 0425.260.668 with its registered offices at Kapeldreef 75, B-3001 Leuven, Belgium (“**IMEC**”)

AND

\_\_\_\_\_, located at

\_\_\_\_\_

\_\_\_\_\_ (“**Customer**”)

each a “Party” and together the “Parties”.

**WHEREAS** Customer desires to use, and Pragmatic agrees to license, the Design Kit (as defined below), and IMEC shall provide first line technical support to Customer, in accordance with the terms and conditions of this DKLA.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

### 1. DEFINITIONS

- 1.1. “**Affiliate**” of a Party means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. “Control,” “controlled by,” and “under common control with” means: (i) the power to direct the management or policies of an entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, regulation or other-wise, or (ii) to own more than fifty percent (50%) of the outstanding voting securities or other ownership interests of the entity;
- 1.2. “**Authorised Persons**” means, in relation to Customer, any of the following who have a need to have access to the Design Kit and any other Confidential Information provided by Pragmatic for the Purpose and who have expressly communicated in writing to Customer that they have read and acknowledge the terms of this DKLA: Customer’s employees, consultants, contracted researchers, subcontractors or professional advisers, its post-graduate and undergraduate students, and any other person who has been approved in writing by Pragmatic;
- 1.3. “**Confidential Information**” means any and all information in whatever form which is confidential in nature, designated orally or in writing as confidential or which may reasonably

## DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

be considered by a business person to be commercially sensitive, provided by the Discloser (directly or indirectly) by any means to the Recipient (as such terms are defined in clause 6.1 below) on or after the Effective Date including:

- i) data, ideas and information (whether technical, commercial, financial or of any other type) in any form, including documents, databases, software, specifications, plans, drawings, prototypes, models, samples, instructions, manuals or technical methods, acquired under, pursuant to or in connection with this DKLA and any information utilised in or relating to the Discloser's (or its Affiliates') business
- ii) information relating to the customers, suppliers, methods, products, processes, plans, finances, trade secrets or otherwise to the business or affairs of the Discloser (or its Affiliates);
- iii) information acquired by observation by the Recipient at the offices of or other premises of the Discloser relating to the affairs of the Discloser;
- iv) analyses, ideas, compilations, studies and other material created by the Recipient which contain or otherwise reflect or are generated or derived from the information referred to above;
- v) the Feedback, Customer Design Materials, Customer Developments, Process of Manufacture and the Design Kit; and
- vi) the existence and content of this DKLA.

1.4. **"Design Kit"** means the PDK, the Library IP, and any additional materials that Pragmatic makes available to Customer pursuant to this DKLA.

1.5. **"Effective Date"** means the date stated at the beginning of this DKLA.

1.6. **"Feedback"** means all feedback and suggestions provided to Pragmatic by Customer in respect of the Design Kit and the Process of Manufacture.

1.7. **"Intellectual Property Rights"** means patents, registered designs, rights in mask works, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database right, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country.

1.8. **"Library IP"** means I/O libraries, standard cell libraries, memory cells, and similar materials as may be provided by Pragmatic to Customer from time to time.

1.9. **"PDK"** or **"Process Design Kit"** means process design kit materials relating to Pragmatic's FlexLogIC integrated circuit fabrication technology, including but not limited to technology files, device models, design rules, design manuals, design guidance, and documentation, together with any updates, enhancements or improvements thereto.

1.10. **"Process of Manufacture"** means the process of manufacture by Pragmatic of electronic devices and circuits, including layer architectures, tools, processes, recipes, methods, materials, formulae, schedules, procedures, software and wafer dicing and release from carrier, and all associated control, monitoring, analysis and maintenance tools and techniques, including any updates, enhancements or improvements thereto.

1.11. **"Publication"** means any non-confidential publication, presentation or disclosure, including but not limited to a scientific publication.

1.12. **"Purpose"** shall have the meaning given to it in Clause 2.1.

1.13. **"Term"** means the term of this DKLA, in accordance with Clause 10 below.

1.14. **"Customer Design Materials"** means all cell libraries, IP blocks, circuit designs and chip

# DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

designs independently developed by Customer, excluding Customer Developments.

- 1.15. "**Customer Developments**" means any modifications or developments of the Design Kit made by Customer pursuant to clause 2.1 below.

## 2. GRANT

- 2.1. In consideration of the mutual promises and subject to the restrictions herein, Pragmatic hereby grants to Customer, for the Term, a non-exclusive, non-transferable licence, without the right to grant sublicences, to permit Authorised Persons to use, copy, and modify the Design Kit solely for the purpose of designing integrated circuits for research and product development purposes and for manufacture by Pragmatic, using the Process of Manufacture, via IMEC's "Europractice" multi-project wafer (MPW) service (the "**Purpose**").
- 2.2. IMEC shall be responsible for the provision of the Design Kit to the Customer in accordance with clause 5 ("**Delivery**") and for the provision of first line technical support services to the Customer in respect of its use of the Design Kit for the Purpose.
- 2.3 Customer shall provide such information to Pragmatic in relation to its use of the Design Kit as Pragmatic may reasonably request from time to time.

## 3. INTELLECTUAL PROPERTY

- 3.1. Pragmatic shall retain ownership of the Design Kit. Customer rights to the Design Kit shall be limited to only those rights expressly stated in this DKLA and for the Term.
- 3.2. Customer shall retain ownership of Customer Design Materials, Customer Developments and its Feedback. Customer hereby grants to Pragmatic the following licences:
- 3.2.1.a fully paid-up, royalty-free, worldwide, perpetual, irrevocable licence to use, copy and sublicense (without the need for further consent) the Feedback for any purpose, including rights to modify, make derivative works, and include or implement in future versions of the Design Kit and the Process of Manufacture (but, for the avoidance of doubt, nothing in this DKLA obliges the Customer to provide any Feedback to Pragmatic), and
- 3.2.2.in order to ensure Pragmatic's freedom to operate and its ability to independently develop the Design Kit, a fully paid-up, royalty-free, worldwide, perpetual, irrevocable licence to use, copy and sublicense (without the need for further consent) the Customer Developments for any purpose (but, for the avoidance of doubt, nothing in this clause obliges Customer to provide the Customer Developments to Pragmatic and any such provision shall be entirely at Customer's discretion); and
- 3.2.3.a non-exclusive, non-transferable licence, without the right to grant sublicences (other than to its Affiliates and contractors that have a need to use them for the purpose set out in this clause 3.2.3), to use and copy the Customer Design Materials solely for the purpose of manufacturing integrated circuits for Customer on FlexLogIC. Nothing in this DKLA confers any other rights in the Customer Design Materials to Pragmatic.

Customer undertakes to execute all such further documents and do all such further acts as Pragmatic may reasonably require so that Pragmatic may enjoy the full benefit of the rights granted to Pragmatic hereunder.

- 3.3. Nothing in this DKLA shall limit or restrict Pragmatic from developing and/or using the Design Kit and/or providing access to it to third parties for any purpose.
- 3.4. Nothing in this DKLA confers any rights in the Process of Manufacture to Customer or IMEC.
- 3.5. Customer agrees and acknowledges that the Design Kit is specific to the Process of Manufacture and accordingly Customer hereby agrees to contract any manufacture of integrated circuits designed by Customer, its Affiliates or Authorised Persons using the Design Kit to Pragmatic under a separate agreement.
- 3.6. Customer understands and assumes the risk that any integrated circuits designed by the Customer that do not comply with the Design Kit may result in circuit designs that are

## DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

incompatible with the FlexLogIC Process of Manufacture. All Customer contributions to design rule changes or design manual changes that remedy such non-compliance shall be deemed to be Feedback.

- 3.7. Nothing contained in this DKLA shall be construed as conferring any right upon a Party other than the rights expressly granted by this DKLA. Each of the Customer and IMEC acknowledges and agrees that Pragmatic owns all right, title and interest in and to, or has rights to sub-license, all Intellectual Property Rights in the Process of Manufacture and the Design Kit and that no such right, title and interest is transferred to Customer or IMEC or any third party by this DKLA or the licence granted hereby. Pragmatic acknowledges and agrees that Customer owns all Intellectual Property Rights in the Customer Developments and the Customer Design Materials.

### 4. RESTRICTION ON CUSTOMER'S USE

- 4.1. Customer agrees that the Design Kit shall only be used on computer systems or a server located at the facilities of Customer or at the facilities of a third party source of secure remote computing. Customer shall take all responsibility for the actions of its Affiliates and Authorised Persons in relation to this DKLA and any failure by an Affiliate or Authorised Person to comply with this DKLA shall be deemed to be a breach of this DKLA by Customer. Customer shall ensure that the Design Kit is secure from unauthorised access, and Customer shall immediately inform Pragmatic if it becomes aware of any apparent or suspected unauthorised access to the Design Kit.
- 4.2. Further to all and any restrictions in this DKLA, Customer agrees that (except to the extent agreed otherwise in writing by Pragmatic) it will not: (a) permit any third party to have access to or use any portion of the Design Kit for any purpose; (b) except in accordance with clause 3.6 manufacture, or permit any third party to manufacture, any integrated circuit that was designed using and/or that incorporates (in whole or in part) the Design Kit, or (c) use or permit any third party to use, any of the Design Kit, Pragmatic's Confidential Information, Customer Developments or Customer Design Materials to reverse-engineer the Process of Manufacture or otherwise to inform or create a similar process, or to intentionally attempt to discover any underlying details of the Process of Manufacture.
- 4.3. Except to the limited extent expressly permitted and restricted herein, Customer shall not copy the Design Kit. Customer may copy the Design Kit if necessary (and subject to the requirements and restrictions of this Clause 4), solely (and to the extent necessary) to facilitate its use in accordance with the express terms of this DKLA, provided that each copy is kept in the secure possession of the Customer at all times and the Customer keeps records available for inspection of the location of each copy.

### 5. DELIVERY

- 5.1. If the Customer wishes to proceed with a design project following initial confidential discussions with IMEC under the terms of this DKLA (including, without limitation, clause 6 "Confidentiality"), IMEC shall make available the Design Kit to Customer upon such date and in such manner as is agreed between IMEC and the Customer in writing.
- 5.2. The PDK shall be subject to change at Pragmatic's sole discretion and designs made using one version of the PDK may not be compatible with subsequent versions of the PDK or Process of Manufacture. Following any change IMEC shall provide to Customer the new PDK as soon as reasonably practicable and in any event within thirty (30) days after such change.
- 5.3. Pragmatic may, on request, provide Library IP to Customer, via IMEC or directly. The Library IP may be subject to additional or third-party terms and conditions that shall be communicated to Customer at the time of delivery.

### 6. CONFIDENTIALITY

- 6.1. A recipient ("**Recipient**") of Confidential Information disclosed by the other Party ("**Discloser**") shall:

## DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

- 6.1.1. receive and hold such Confidential Information in strict confidence, exercising all precautions to prevent the unauthorised disclosure of the same to others in violation of this DKLA, and utilising such Confidential Information only for the limited purposes expressly permitted herein.
- 6.1.2. not provide, disclose or otherwise make available any Confidential Information in any form, to any person other than the other Parties, and to such Affiliates and to those individuals who need to know it (in each case, who are bound by obligations of confidentiality no less protective than those contained in this DKLA) for the Purpose or, in the case of IMEC, for answering queries and providing first line technical support to Customer or, in the case of Pragmatic, for answering queries and providing second line support to IMEC and/or the Customer. Recipient agrees that it will take appropriate action, by instruction, agreement or otherwise, to satisfy its obligations under this DKLA with respect to use, reproduction, protection, security and confidentiality of the Confidential Information. Customer will maintain records of its Authorised Persons permitted access to the Design Kit and, upon Pragmatic's reasonable request, will provide to Pragmatic a list of all such Authorised Persons, including their names, contact details and employment or other contractual relationships to Customer.
- 6.1.3. keep secret all Confidential Information of the Discloser and treat such Confidential Information as the exclusive property of the Discloser;
- 6.1.4. not directly or indirectly exploit, make copies of or otherwise use the Confidential Information for any purpose other than in strict performance of this Agreement and as expressly permitted by this DKLA or as expressly permitted by the Discloser in writing; and
- 6.1.5. take reasonable steps to prevent the unauthorized disclosure or use of any of the Discloser's Confidential Information. Any failure by an Affiliate or individual to comply with the requirements of this DKLA shall be treated as a breach of this DKLA by the Party that made the disclosure to the Affiliate or individual.
- 6.2. The obligations contained in this Clause 6 shall not apply to any Confidential Information which:
  - 6.2.1. is or at any time after the Effective Date comes into the public domain other than through a breach of this DKLA by the Recipient;
  - 6.2.2. can be shown by the Recipient to the reasonable satisfaction of the Discloser to have been known by the Recipient, other than under confidentiality, prior to it being disclosed by the Discloser;
  - 6.2.3. subsequently comes lawfully into the possession of the Recipient from a party who has not derived it directly or indirectly from the Discloser and who is rightfully in possession of such Confidential Information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the Discloser;
  - 6.2.4. can be shown by the Recipient to the reasonable satisfaction of the Discloser to have been developed independently by individuals who have not had any direct or indirect access to the Discloser's Confidential Information; or
  - 6.2.5. the Discloser gives its written consent to Recipient to its being disclosed, pursuant to Clause 7.
- 6.3. The Recipient will not be in breach of its obligations under this Clause 6 to the extent that it is required to disclose any Confidential Information under any law or by or to a court or other public, regulatory or financial authority that has jurisdiction over it, provided that the Recipient gives the Discloser written notice prior to disclosing any of the Confidential Information and that the disclosure is made only to the extent required and for the purpose of complying with the requirement and that the Recipient takes all reasonable measures to ensure, as far as it is possible to do so, the continued confidentiality of any Confidential Information so disclosed.
- 6.4. The original and any whole or partial reproduction of the Confidential Information, and regardless of whether merged into other design information or data, shall be and remain the

## DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

exclusive property of the Discloser. Nothing contained in this DKLA shall be construed as conferring any right upon the Recipient (or upon any other person or entity), other than the right to use the Confidential Information as expressly permitted and restricted by this DKLA.

- 6.5. If the Recipient (or any of its Affiliates or Authorised Persons) should breach this DKLA, or attempt to modify, reverse-assemble, reverse-compile, reverse-engineer, use, copy, transfer or disclose the Confidential Information in any manner contrary to the provisions of this DKLA, or in any manner in derogation of proprietary rights, the Discloser may immediately terminate this DKLA.
- 6.6. The Parties specifically acknowledge that money damages alone would be an inadequate remedy for breach of this Clause 6 and the Parties shall be entitled to seek remedies of injunction, specific performance and other equitable remedies concerning a threatened or actual breach of this DKLA.
- 6.7. The obligations of this Clause 6 shall survive any termination of this DKLA.

### 7. PUBLICATION

- 7.1. Customer may make Publications relating to the Purpose provided always that Customer agrees that it shall not include in any Publications the Design Kit (in whole or in part), or any information relating to the Process of Manufacture, or any other Confidential Information or Intellectual Property Rights of Pragmatic, without the prior written consent of Pragmatic.
- 7.2. In the event that, pursuant to clause 7.1 above, Customer needs to seek prior written consent for a Publication, the proposed material should be sent by email to [publications@pragmaticsemi.com](mailto:publications@pragmaticsemi.com) and/or to an individual nominated by Pragmatic for the purposes of this clause and communicated to Customer in writing. Such material should arrive as soon as reasonably practicable and in any event at least thirty (30) days in advance of the deadline for submission of the proposed Publication.
- 7.3. Where a proposed Publication is received by Pragmatic for review pursuant to clause 7.2 above, Pragmatic may require a deletion or amendment to a Publication in respect of any information protected by Intellectual Property Rights or any commercially sensitive or Confidential Information and Customer shall comply with all such reasonable requests. Such deletions or amendments shall be made known to Customer within thirty (30) days of receipt of the draft Publication. If Pragmatic does not inform Customer within that thirty (30) day period, Customer may proceed with the proposed Publication, except that it may not publish Confidential Information of Pragmatic.
- 7.4. Where a proposed Publication is received by Pragmatic for review pursuant to clause 7.2 above, where such proposed Publication contains patentable subject matter which (in the view of Pragmatic) needs protection, Customer may be requested by Pragmatic to refrain from doing so for a maximum of six (6) months in order to allow for an application for patent protection in the name and at the cost of the relevant owner of the Intellectual Property Rights to be made.
- 7.5. In cases where Customer is a Customer or an academic institution, nothing contained in this DKLA shall prevent the submission of a thesis to examiners in accordance with the normal regulations of Customer subject, where appropriate, to such examiners being bound by conditions of confidentiality in no less onerous terms than those outlined in Clause 6, nor to the placing of such thesis in the library of Customer provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in Clause 6 hereof.

### 8. DESIGN KIT PROVIDED "AS IS"

THE DESIGN KIT IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. PRAGMATIC DOES NOT WARRANT THAT USE OF THE DESIGN KIT WILL PRODUCE A PARTICULAR RESULT OR THAT THE DESIGNS OR FUNCTIONS

# DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

CONTAINED IN THE DESIGN KIT WILL MEET CUSTOMER'S REQUIREMENTS.

## 9. LIMITATION OF DAMAGES

- 9.1. NO PARTY WILL BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF A PARTY OR ANY OF ITS AFFILIATES HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- 9.2. EXCEPT WITH RESPECT TO ANY BREACH OF CLAUSE 6 (CONFIDENTIALITY), THE MAXIMUM AGGREGATE LIABILITY OF A PARTY OR ANY OF ITS AFFILIATES OR AUTHORISED PERSONS FOR ANY AND ALL CLAIMS ARISING OR RESULTING FROM OR IN CONNECTION WITH THIS DKLA, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED £50,000 (FIFTY THOUSAND POUNDS).
- 9.3. ANY BREACH OF CLAUSE 6 (CONFIDENTIALITY), THE MAXIMUM AGGREGATE LIABILITY OF A PARTY OR ANY OF ITS AFFILIATES OR AUTHORISED PERSONS FOR ANY AND ALL CLAIMS ARISING OR RESULTING FROM OR IN CONNECTION WITH THIS DKLA, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED £5,000,000 (FIVE MILLION POUNDS). NOTWITHSTANDING THE ABOVE, FOR ANY BREACH OF CLAUSE 6 DUE TO IMEC AND RELATED TO CONFIDENTIAL INFORMATION DISCLOSED BY PRAGMATIC, THE PROVISIONS OF ARTICLE 11.1 OF THE FOUNDRY AGREEMENT SIGNED BETWEEN IMEC AND PRAGMATIC SHALL PREVAIL.
- 9.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DKLA, NOTHING IN THIS DKLA WILL LIMIT THE LIABILITY OF A PARTY TO THE EXTENT THAT SUCH LIABILITY IS INCAPABLE OF BEING EXCLUDED, LIMITED OR RESTRICTED UNDER APPLICABLE LAW.

## 10. TERM AND TERMINATION

- 10.1. This DKLA shall commence on the Effective Date and shall continue in force until terminated in accordance with its terms.
- 10.2. A Party may terminate this DKLA on thirty (30) days' written notice for convenience to the other Parties.
- 10.3. A Party may, by notice in writing, terminate this DKLA forthwith, without compensation to the other Parties and without prejudice to any rights or claims it may have against the other Parties pursuant to this DKLA or otherwise, if another Party commits any material breach or persistent breach of any term of this DKLA (and, in the case of a breach capable of remedy, fails to cure such material breach or persistent breach, after thirty (30) days from such written notice).
- 10.4. In the event one Party does anything that might have an adverse effect on the reputation of the others, the Party not in breach shall have the right to terminate this DKLA by notice in writing with immediate effect to the other Parties.
- 10.5. Unless otherwise expressly permitted in writing by the Discloser or by the terms of this DKLA, within five (5) working days after the termination or expiry of this DKLA, and at any time upon request from the Discloser, the Recipient shall, at the Discloser's sole discretion, either return or destroy the originals of all other Confidential Information and all reproductions and modifications thereof, in any form, including partial reproductions, and any improvements, enhancements and updates thereto. Upon request Recipient shall provide written certification of such return or destruction.

## 11. GENERAL PROVISIONS

- 11.1. Customer covenants that, from the Effective Date, it shall not sue (or otherwise initiate proceedings against) Pragmatic anywhere in the world based on any claim that the use of the Design Kit or any part thereof constitutes an infringement of any of its Intellectual Property

## DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

Rights. If Customer initiates any claim or proceedings against Pragmatic in breach of this Clause 11.1, the licence granted to Customer by Pragmatic under this DKLA shall immediately terminate.

- 11.2. The Design Kit and any Confidential Information may be subject to European Union, UK, and other export-control laws and regulations (collectively '**the Export Controls**'). Customer may not, directly or indirectly, import, sell, export, re-export, transfer, divert, or otherwise dispose of any part of the Design Kit (including without limitation products and materials derived from or based on the product or information) or any other Confidential Information of Pragmatic to any destination, entity, or person prohibited by European Union, UK or other applicable laws or regulations.
- 11.3. This DKLA and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter shall be governed by, interpreted, construed and enforced in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England for the purposes of determining any such dispute or claim, save that nothing in this clause shall limit the right of Pragmatic to bring proceedings in any other court of competent jurisdiction.
- 11.4. Unless otherwise expressly agreed in writing between the Parties, the terms of this DKLA shall apply to the exclusion of all terms and conditions provided by the Customer through the provision of a purchase order or any other document. Customer agrees that its acceptance of delivery of the Design Kit is conclusive evidence of Customer's agreement that the licence for such Design Kit is governed exclusively by the terms of this DKLA.
- 11.5. This DKLA may be executed in duplicate identical counterparts, each of which shall be deemed an original instrument, but both such separate counterparts collectively shall constitute only one and the same instrument.
- 11.6. This DKLA constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter unless otherwise stated in this DKLA.
- 11.7. Except as expressly provided for in this DKLA, a person who is not a party to this DKLA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this DKLA.
- 11.8. Save as expressly permitted in this DKLA, the Customer may not assign, sublicense or sub-contract this DKLA (in whole or in part) or any of its obligations under this DKLA without the prior written consent of Pragmatic (such consent not to be unreasonably withheld or delayed).
- 11.9. All notices required to be provided under this DKLA shall be delivered by registered post or airmail (prepaid and certified) or internationally recognized express delivery service (e.g. like FedEx, DHL, UPS) to the address at the top of this DKLA and in respect of notices provided to Pragmatic copied by email to the addresses set out below:

Pragmatic:

Attn: Director of Legal, [legal@pragmaticsemi.com](mailto:legal@pragmaticsemi.com)

Attn: DAVID VERITY, [dverity@pragmaticsemi.com](mailto:dverity@pragmaticsemi.com)

Notices properly addressed and sent will be deemed received as follows:

- i) if served by registered post or airmail, 5 business days after posting;
- ii) if delivered by express international delivery service, on the day such notice is presented for delivery to the Party to whom such notice is addressed.

11.10. No variation of this DKLA shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

11.11. Clauses 2, 6, 7, 8, 9, 10, and 11 shall survive termination of this DKLA for any reason.



DESIGN KIT LICENCE AGREEMENT - CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have caused this DKLA to be executed by their authorised representatives:

**PRAGMATIC SEMICONDUCTOR LIMITED**

**CUSTOMER**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IMEC**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_