

SILVACO

EVALUATION LICENSE AGREEMENT

THIS EVALUATION LICENSE AGREEMENT (“Agreement”), effective as of the last date of signature below (“Effective Date”), is by and between **Silvaco, Inc.**, a Delaware corporation with its principal offices at 2811 Mission College Blvd, 6th Floor, Santa Clara, CA 95054, USA (“Silvaco”) and, _____, a _____ corporation with its principal offices at _____ (“Licensee”).

1. DEFINITION

“Product(s)” means Silvaco’s proprietary products, (including any applicable support documentation) specified in **Exhibit A**, attached hereto and incorporated by reference herein.

2. TITLE; OWNERSHIP RIGHTS. All title, interest and ownership rights in and to the Products, including any improvements, modifications and enhancements made thereto, are and shall remain in Silvaco. Except for such limited use rights expressly granted in Section 3 below, no other rights are granted to Licensee, either express or implied.

3. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Silvaco hereby grants Licensee for the Term, a non-exclusive, non-transferable, limited, revocable license, without the right to sublicense, to evaluate the Product according to the Evaluation Criteria as specified in **Exhibit A**, solely for internal evaluation and not for any other purpose.

4. USE RESTRICTIONS

4.1 Licensee may only evaluate the Product (i) for the Term specified in **Exhibit A**; and (ii) on properly designated HostIDs located at the Designated Site specified in **Exhibit A**. Unless otherwise expressly approved, in advance and in writing by Silvaco at its sole discretion, the Product may only be used at the Designated Site.

4.2 Licensee shall not: (i) modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Product to human perceivable form, or attempt to discover the underlying algorithms or techniques except to the extent that such activities may be required by law; (ii) copy or create derivative works of the Product; (iii) provide, lease, use for timeshare or service bureau purposes; (iv) lend the Product or otherwise allow use of the Product by or on behalf of any third party; (v) disclose to any third party the results of the evaluation of the Product, whether or not obtained with Silvaco’s assistance or input; or (vi) undertake product development or retain any tape-outs from the evaluation.

4.3 Licensee shall not alter, change or remove from the Product, any identification or notice, including but not limited to copyright, trademark, proprietary legends or other notices of Silvaco.

5. CONFIDENTIALITY

5.1 Licensee shall hold the Products and all features, including information relating to the Products, and all other information which, by their nature, should be reasonably considered as confidential (“Confidential Information”) in strict confidence, and shall not disclose any such Confidential Information to any third party other than to employees of Licensee with a need to know in carrying out the evaluation authorized under this Agreement. Licensee shall take all necessary steps to protect Confidential Information from any unauthorized or inadvertent use or disclosure, including but not limited to all steps that Licensee takes to protect its own confidential information of a similar nature, but in no event less than reasonable care.

5.2 Licensee’s confidential obligations shall not extend to Confidential Information which Licensee can demonstrate: (i) is or has become generally available in the public domain through no fault of Licensee; (ii) is rightfully obtained by Licensee from a third party not subject to confidentiality obligations as to use and disclosure; or (iii) is shown by written record to have been known or available to Licensee without

confidentiality obligations as to use and disclosure prior to Licensee's receipt of such Confidential Information from Silvaco.

5.3 Licensee agrees that any breach of this Section 5 may cause Silvaco irreparable damage which may be difficult to ascertain due to the unique nature of the Confidential Information. Accordingly, Licensee agrees that Silvaco shall have the right to seek injunctive relief under this Agreement, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction.

5.4 Licensee's confidentiality obligations following the termination or expiration of this Agreement shall continue for five (5) years from the date of disclosure. The foregoing notwithstanding, Confidential Information which (i) consists of source code, RTL, netlists or other data similar in character to the foregoing; or (ii) meets the definition of a "trade secret" under applicable law, shall be held in confidence until such information, through no action or inaction of Licensee, falls under one of the exclusions of Section 5.2 above.

6. **FEEDBACK.** Licensee may, at its sole discretion, provide Silvaco with the results of its evaluation hereunder, including identified problems, suggested improvements and other feedback. Silvaco shall have the right to use such feedback in any manner it deems appropriate.

7. TERM; TERMINATION

7.1 The duration of the evaluation license period ("Term") is as specified in **Exhibit A**.

7.2 Upon the expiration or termination of this Agreement, Licensee shall immediately (i) cease all use of the Product and Confidential Information; and (ii) return, or upon Silvaco's request, destroy all copies (including any portions) of the Confidential Information provided hereunder, including all Product information derived from the evaluation (other than the results collected in an evaluation report) and so certify in writing. Termination shall not relieve Licensee from any liability arising from any breach of this Agreement.

7.3 Silvaco may terminate this Agreement immediately for any breach of Sections 4 and/or 5 by Licensee.

8. **EXCLUSION OF WARRANTY.** ALL PRODUCTS ARE PROVIDED "AS IS" AND ARE EXCLUSIVE OF ANY WARRANTY, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.

9. **LIMITATION OF LIABILITY.** SILVACO'S TOTAL LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) OR THE LICENSE FEE (IF ANY) RECEIVED FROM LICENSEE. IN NO EVENT SHALL SILVACO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE INCURRED BY LICENSEE IN ANY ACTION BASED ON ANY LEGAL THEORY, EVEN IF SILVACO HAS BEEN ADVISED OF SUCH DAMAGES.

10. **EXPORT RESTRICTIONS.** Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the Export Administration Act, Export Administration Regulations and other laws and regulations of the United States and any other applicable government or jurisdiction, as enacted from time to time ("Acts"). Licensee shall comply with all restrictions and controls imposed by the Acts.

11. **ASSIGNMENT.** Licensee may not assign or delegate to any third party, any Product, Confidential Information or parts thereof, or any rights or obligations under this Agreement. Any attempt otherwise shall be deemed null and void.

12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles on conflicts of laws. Any dispute under this Agreement may be brought

in the state and federal courts located in Santa Clara County, California, USA. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.

- 13. AMENDMENT; WAIVER.** No term or provision of this Agreement may be amended without the parties' prior written consent. Any signed amendment or waiver shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of any other term hereof by such party.
- 14. SEVERABILITY.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision, within the limits of applicable law or court decisions.
- 15. INDEPENDENT CONTRACTORS.** The parties agree that they are independent contractors, and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking.
- 16. NOTICES.** All notices required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given (i) upon personal delivery; (ii) upon delivery of electronic transmission; or (iii) five (5) days after deposit via courier or mail.
- 17. INTEGRATION.** This Agreement expresses the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, representations and understandings.

[Signature page follows]

IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative on the date(s) indicated below.

SILVACO, INC.

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

EXHIBIT A

1. PRODUCT(S) FOR EVALUATION

- _____
- _____

2. DESIGNATED SITE OF EVALUATION

Unless otherwise approved, in advance and in writing, and at Silvaco's sole discretion, Designated Site is restricted to a fifty (50)-mile (80 kilometer) radius.

- _____
- _____

3. EVALUATION LICENSE PERIOD

Unless otherwise approved, in advance and in writing, and at Silvaco's sole discretion, the Term of the evaluation shall not exceed thirty (30) days from the Effective Date.

4. EVALUATION CRITERIA

Time Line:

- _____
- _____

Technical Metrics to make Go/No go or next step decision:

- _____
- _____

Person(s) In Charge of Evaluation:

Name:

Email:

Phone: