

LogiCORE™ "PCI Master and Slave interface" License Agreement

Send to: Per Holmberg, Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124, (Fax: +1 408 879 4780)

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE XILINX LOGICORE PCI MASTER INTERFACE OR PCI SLAVE INTERFACE DESIGN. BY USING THE XILINX LOGICORE DESIGN, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

1. License. XILINX, INC. ("XILINX") hereby grants you a nonexclusive, non-transferable license to use the LOGICORE PCI MASTER/SLAVE INTERFACE design (the "Design"), solely for your use in developing designs for XILINX programmable logic devices or XILINX HardWire™ devices. Use of the Design in non-XILINX devices or technologies is prohibited unless you have entered into a separate written agreement with XILINX for such use. XILINX retains title to the Design and to any patents, copyrights, trade secrets and other intellectual property rights therein. To protect such intellectual property rights, you may not de-compile, reverse engineer, disassemble, or otherwise reduce the Design to a human - perceivable form. You may not modify or prepare derivative works of the Design in whole or in part, except with respect to any source code for the Design supplied by XILINX. This License allows you to make an unlimited number of copies of any source code, schematics and other documentation supplied by XILINX for the Design for internal use only, including without limitation modified versions thereof, provided you reproduce on each such copy the copyright and any other proprietary legends that were on the original copy.

2. Termination. This License is effective until terminated. You may terminate this License at any time by destroying the Design and all copies thereof. This License will terminate immediately without notice from XILINX if you fail to comply with any provision of this License. Upon termination you must destroy the Design and all copies thereof.

3. Governmental Use. The Design is commercial computer software developed exclusively at Xilinx's expense. Accordingly, pursuant to the Federal Acquisition Regulations (FAR) Section 12.212 and Defense FAR Supplement Section 227.7202, use, duplication and disclosure of the Design by or for the Government is subject to the restrictions set forth in this License Agreement. Manufacturer is XILINX, INC., 2100 Logic Drive, San Jose, California 95124

4. Limited Warranty and Disclaimer. THE DESIGN IS PROVIDED TO YOU "AS IS". XILINX AND ITS LICENSORS MAKE AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND XILINX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. XILINX does not warrant that the functions contained in the Design will meet your requirements, or that the operation of the De-sign will be uninterrupted or error free, or that defects in the Design will be corrected. Furthermore, XILINX does not warrant or make any representations regarding use or the results of the use of the Design in terms of correctness, accuracy, reliability or otherwise.

5. Limitation of Liability. IN NO EVENT WILL XILINX OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OR OPERATION OF THE DESIGN OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF XILINX HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

6. Export Restriction. You agree that you will not export or re-export the Design, reference images or accompanying documentation in any form without the appropriate United States and foreign government licenses. Your failure to comply with this provision is a material breach of this Agreement.

7. Third Party Beneficiary. You understand that portions of the Design and related documentation may have been licensed to XILINX from third parties and that such third parties are intended third party beneficiaries of the provisions of this Agreement.

8. Non-Transferable. You may not provide design source information including, but not limited to, schematics, hardware description language source code, or netlist files, to a third party without prior written approval from XILINX. You may provide device programming files—XILINX bitstream files or PROM files—or the resulting HardWire gate array to third-parties without prior approval.

9. General. This License shall be governed by the laws of the State of California, without reference to conflict of laws principles. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be replaced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this License shall continue in full force and effect. This License constitutes the entire agreement between the parties with respect to the use of this De-sign and related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

I have read the Xilinx LogiCORE License Agreement, and I agree to comply with the terms and conditions therein.

Name: _____
(Signed) (Date)

Printed: _____

Title: _____

Company: _____

Address: _____

E-mail: _____

PO#: _____