

NDA and Core Evaluation Agreement

This agreement is made as of _____ 2018 by and between Sensor to Image GmbH with principal offices at Lechtorstrasse 20, 86956 Schongau, Germany (S2I) and _____ with principal offices at _____ (Customer).

1. **The Purpose:** Customer wishes to explore the FPGA core technology from S2I in connection with which either party (Discloser) may disclose confidential information as defined below to the other party (Recipient).
2. **Definition of Confidential Information:** Confidential Information means any information, technical data, or know-how, including but not limited to products, services, Customers, markets, software developments, designs drawings or hardware configuration, of the Discloser clearly marked as Confidential Information. Confidential Information does not include information, technical data or know how which (1) is in the possession of the Recipient at the time of disclosure as shown by the Recipient's files and records immediately prior to the time of disclosure, or (2) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, (3) is approved by Discloser, in writing, for release, or (4) is legally and properly obtained by the Recipient, or (5) if the Recipient is legally obliged to disclose the same by reason of any law, regulation or other governmental requirement, inclusive under the requirements of the applicable export control regulations, provided always that the Discloser is given a prior written warning of such disclosure and that the Recipient uses all reasonable efforts to minimize such disclosure.
3. **Nondisclosure of Confidential Information:** The Recipient agrees to use any Confidential Information delivered by the Discloser only for the purpose stated in §1. The Recipient can disclose Confidential Information to employees of the Recipient (1) under appropriate burden of confidentiality (2) and to the necessary extent to perform the work regarding §1. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the reasonable degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the Discloser in writing of any misuse or misappropriation of Confidential Information of the Discloser, which may come to the receiving party's attention.
4. **Publicity:** The Recipient will not disclose any other person the fact, that Confidential Information of the Discloser has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms, status or other facts with respect thereto, except as required by law and then only with prior notice and acknowledgement of the Discloser.
5. **Return of Materials:** Any materials or documents that have been furnished by the Discloser to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within 30 days after (1) the Relationship has been terminated or (2) the written request of the Discloser.
6. **Patent or Copyright Infringement:** Nothing in this agreement is intended to grant any rights to the Recipient with regard to any and all rights of the Discloser's rights to patents or copyrights.
7. **Term:** This Agreement becomes effective as of the date of the first signature below. It shall continue to be in force for a period of three (3) years and shall automatically expire thereafter, if it is not replaced by a commercial contract and its rules between Customer and S2I.

8. **Successors and Assigns:** This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns.

9. **Remedies:** The Recipient agrees that any violation or threatened violation may cause irreparable injury, both financial and strategic, to the Discloser and in addition to any and all remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to injunctive relief against the threatened breach of this Agreement by the Recipient without the necessity of proving actual damages.

10. **Third party rights:** amongst others, like INTEL-PSG/LATTICE/MicroSemi/ XILINX for FPGA implementation tools and IP, AIA for GigE and U3V or JIIA for CXP, are the legal owners of some S2I products specification and implementation. Customer owns, understands and respects these third party specifications. Customer declares that he is in legal possession of all applicable specifications and tools, and is not infringing any third party rights.

11. **Support term:** All goods for the business due to §1 are delivered by download or Email without support from S2I. As long as there is no commercial contract all work required by the Customer is operated due to the following scheme without the need of a formal order process of the Customer:

1. Work is documented with an EXCEL sheet, which is accessible to Customer over the internet in real time
2. All incidents are recorded in this EXCEL sheet
3. All incidents, which take less the 15min work, are for free, all work, which takes 15-45min is billed at 60€, 46-75min is billed at 120€, ...
4. The Recipient has the right to ask for a free explanation of the billed time within 7 calendar days of the incident. As long as there are disputes around, work is on hold
5. The Recipient will do an indisputable payment at the end of each month within 10 days' net

12. **Governing Law and language:** This Agreement and its performance will be governed by, subject to, and construed in accordance with the laws of the responding party, excluding conflict of law rules. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation or in connection with this agreement shall be finally settled by arbitration in the country of the responding party in accordance with the rules of the International Chamber of Commerce (ICC). The award rendered by the arbitrator(s) shall be final and binding upon the parties hereto. The language for all documents, deliveries and communication based on contract is English language.

13. **Severance clause:** If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

In Witness whereof, this Core Evaluation Agreement is executed as of the date first written below:

Date, Customer

Date, Sensor to Image GmbH

By:

By: Jean-Michel Wintgens

Title:

Title: Managing director