Xilinx Alliance Program
Participant Agreement

Coveloz Consulting Ltd

PRE-SIGNED, AUTOFILLED VERSION INSTRUCTIONS

The instructions for completing and executing this Xilinx Alliance Program Participant Agreement (the"Agreement") and Mutual Non-Disclosure Agreement (the "NDA") are outlined below. The Agreement and NDA have been pre-signed by Xilinx. Any modifications, changes, or additions to the Agreement and NDA, other than those specifically required below, will render the Agreement and NDA and the Xilinx signatures null and void.

1. Printing

    a. Print out and execute two originals of this Agreement and two originals of the NDA per the instructions below.

2. In signature blocks of the Agreement and the NDA:

    a. <u>By</u>: Signature must be from an employee of Coveloz Consulting Ltd that is authorized by their company to sign this agreement.

    b. <u>Name</u>: Printed, readable version of the person who signed.

    c. <u>Title</u>: Title of the person who signed.

3. Mailing

    a. When completed, keep one original of each of the Agreement and NDA for yourself and mail the other originals to:

    David Vornholt
    Xilinx, Inc.
    2100 Logic Drive
    San Jose, CA 95124
    USA

    b. **You must return all pages for this Agreement and the NDA to be valid.**

Xilinx, Inc.   Alliance Program Participant Agreement (pre-signed, auto-filled)   February 21, 2013

THIS PROGRAM AGREEMENT is entered into as of 02/21/2013 (the "Effective Date") by and between Coveloz Consulting Ltd , incorporated under the laws of Canada , with principal offices located at 79 Goldridge Drive , Kanata , ON , K2T 1E9 , Canada ("Participant") and Xilinx, Inc., incorporated under the laws of Delaware, with principal offices located at 2100 Logic Drive, San Jose, CA., 95124 ("Xilinx").

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.   **Responsibilities of Participant**. During the term of this Agreement, Participant shall undertake the following responsibilities:

   (a)   Appoint a contact, initially to be Christopher Taylor , who shall be primarily responsible for all business communications between the parties. Participant agrees to inform Xilinx within ten business days if the contact changes.
   (b)   Hold joint annual reviews with Xilinx to discuss extension of this Agreement and review areas of potential joint activities.
   (c)   Share and pursue customer leads with Xilinx. Participant agrees not to offer solutions for non-Xilinx programmable logic architectures to leads that originated from Xilinx unless customer requests one. In such case, Participant will notify Xilinx that this has occurred unless such notification would breach confidentiality obligations to such customer.
   (d)   Copy partnerships@xilinx.com on Participant's initial response to end customer opportunities originating from Xilinx.

2.   **Responsibilities of Xilinx**. During the term of this Agreement, Xilinx shall undertake the following responsibilities:

   (a)   Provide Xilinx software tools subject to standard license terms and information to Participant regarding Xilinx products necessary to support Xilinx customers.
   (b)   Appoint a contact, initially to be David Vornholt , who shall be primarily responsible for all business communications between the parties.
   (c)   Hold joint annual reviews with Participant to discuss extension of this Agreement.
   (d)   Share and pursue customer leads with Participant. Xilinx agrees not to offer solutions from other participants who compete with Participant to leads that originate from Participant unless the customer requests such information. In such case, Xilinx will notify Participant that this has occurred unless such notification would breach confidentiality obligations to such customer.

3.   **Proprietary Rights**.

   (a)   Ownership. Each party shall retain exclusive ownership of the copyrights, patents, trade secrets, know-how and other intellectual property rights in its proprietary technology. Except as specifically provided herein, neither party shall have any license to the intellectual property of the other party, including, but not limited to, use of the other party's trade name, trademarks, or logo.
   (b)   Nondisclosure. Confidential Information (which shall be deemed to include the existence of this Agreement as well as its provisions) in relation to this Agreement shall be governed by the terms and conditions of the Mutual Non-Disclosure Agreement between the Parties of even date hereof (the "NDA"); provided however, that such Confidential Information shall not be disclosed to any third parties, and its permitted use shall be restricted to evaluating and performance of the terms of this Agreement. The term "Confidential Information" shall have the meaning ascribed to it in the NDA. To the extent a conflict, inconsistency, or discrepancy exists between the NDA and this Agreement, the terms and conditions of the Agreement shall prevail. Notwithstanding anything to the contrary in the NDA, the NDA shall not terminate as long as there are active discussions between the Parties regarding the subject matter of this Agreement.
   (c)   Confidentiality. In addition to the NDA, the terms of this Agreement and any other agreements in connection with this relationship shall remain confidential, unless both parties agree otherwise in writing.

Xilinx, Inc.   Alliance Program Participant Agreement (pre-signed, auto-filled)   February 21, 2013

(d) <u>Publicity</u>. Any publicity activities involving the use of the other party's trade name, trademarks or logos, including press releases, shall require the advance written approval of the other party.

(e) <u>Competition</u>. Xilinx reserves the right to develop and release products or perform services functionally equivalent to those contemplated herein, provided Xilinx shall not use any proprietary or confidential information of Participant to develop such products or perform such services.

4. **Marketing and Sales**.

(a) Participant shall have the exclusive right to determine, at its own discretion, any and all sales issues relating to the performance of its products or services, including, without limitation, pricing and time for performance.

(b) If either party desires to use the trade name, trademarks, or logo of the other party, it shall make a request and obtain the written permission of the other party prior thereto.

5. **Xilinx Alliance Program Lounge**.

(a) Xilinx authorizes corporate-level access by Participants to the Xilinx Alliance Program Lounge (the "Lounge") by issuing user IDs and passwords upon request, provided that access to the Lounge shall be given only to employees of Participant directly involved in activities related to this Alliance Program. Participant agrees to promptly notify Xilinx in writing in the event that any employee allowed access to the Lounge departs the Participant's company or is reassigned to duties within the Participant's company not directly related to the Alliance Program so that Xilinx may terminate access to the Lounge by such person.

6. **Term; Termination**.

(a) <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date and expire on the tenth anniversary of the Effective Date. Notwithstanding the above, this Agreement may be extended upon mutual written agreement. Either party may terminate this Agreement upon 30-day prior written notice to the other party.

(b) This Agreement may be terminated if either party commits a material breach of any provision of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days after written notice thereof.

(c) <u>Survival</u>. The provisions of Sections 3 shall survive the termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this Agreement.

Xilinx, Inc.   Alliance Program Participant Agreement (pre-signed, auto-filled)   February 21, 2013
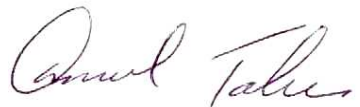
7.   **LIMITATION OF LIABILITY**. SUBJECT TO APPLICABLE LAWS, AND WITH THE EXCEPTION OF LOSSES ARISING FROM A BREACH OF CONFIDENTIALITY REFERENCED UNDER SECTION 3(b) ABOVE: (1) IN NO EVENT WILL XILINX OR PARTICIPANT BE LIABLE FOR ANY LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM ACTIVITIES CONDUCTED UNDER THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY; (2) THIS LIMITATION WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; (3) THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN. THE LIMITATIONS OF REMEDIES AND DAMAGES IN THIS AGREEMENT SHALL NOT APPLY TO PERSONAL INJURY (INCLUDING DEATH) TO ANY PERSON CAUSED BY A PARTY'S NEGLIGENCE.

8.   **Miscellaneous**.

(a)   Each party to this Agreement is an independent contractor and is not a partner, agent of or participant in a joint venture with the other party for any purpose whatsoever. Neither party will make any warranties or representations on the other party's behalf, and it will not assume or create any obligation on the other party's behalf. If Participant changes its name or business address, Participant agrees to inform Xilinx within two business days of such change.

(b)   This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts located in the Northern District of California.

(c)   Copies of all legal notices shall be directed to each party's Legal Department. Any notice or other communication to be given hereunder must be in writing and shall be deemed given and effective upon tender to the recipient.

(d)   Xilinx and Participant may not assign this Agreement or transfer any of the rights or obligations under this Agreement to a third party without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Other than a mutually agreed electronic extension of the term of this Agreement as contemplated by Section 6(a) above, no addition or modification to this Agreement is valid unless made in writing and signed by both parties. No waiver will be implied from conduct or failure to enforce rights, nor be effective, unless in writing signed on behalf of the party against whom the waiver is asserted. Any part of this Agreement found to be unenforceable shall be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This is the entire Agreement between the parties relating to the Xilinx Alliance Program and supersedes all prior representations, discussions and agreements.

Xilinx, Inc.   Alliance Program Participant Agreement (pre-signed, auto-filled)   February 21, 2013

EX XILINX®

<div align="right">

**Xilinx Alliance Program
Participant Agreement**

</div>

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

Participant	**Xilinx, Inc.**
By: _____	By: _~~David Tokic (signature)~~_
Name: _____	Name: David Tokic
Title: _____	Title: Sr. Director, Partner Ecosystems and Alliances
Date: _____	Date: 02/21/2013

NOTE: TO ENABLE QUICK EXECUTION, XILINX HAS PRE-SIGNED THIS ALLIANCE PROGRAM PARTICIPANT AGREEMENT. ANY MODIFICATIONS, CHANGES OR ADDITIONS TO THIS AGREEMENT (OTHER THAN WHERE PROVIDED IN THE BLANKS) WILL RENDER THIS AGREEMENT AND XILINX' SIGNATURE NULL AND VOID.

Xilinx, Inc.   Alliance Program Participant Agreement (pre-signed, auto-filled)   February 21, 2013

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made effective as of February 21, 2013(the "Effective Date") by and between Xilinx, Inc., a Delaware corporation, with principal offices located at 2100 Logic Drive, San Jose, CA 95124 ("Xilinx"), and Coveloz Consulting Ltd, with principal offices located at 79 Goldridge Drive , Kanata , ON , K2T 1E9 , Canada ("Other Party"). The expiration date of this Agreement is 02/21/2023 (the "Expiration Date").

1. Confidential Information. "Confidential Information" shall mean any information disclosed by or on behalf of a party or its Affiliates ("Discloser") to the other party or its Affiliates ("Recipient"), subject to the exceptions in section 5 below, and may include, but is not limited to, information relating to products, specifications, roadmaps, research, development, designs, manufacturing, strategies, plans, pricing, customers or suppliers, and that is either marked "confidential" or "proprietary" or similar, or is provided or described under circumstances by which Recipient should reasonably understand such information is to be treated as confidential, whether or not so marked.

2. Purpose. Recipient may use the Discloser's Confidential Information only for the sole purpose of evaluating, creating or maintaining a potential business relationship with Discloser (the "Purpose").

3. Affiliate. As used herein, "Affiliate" means an entity which controls, is controlled by or is under common control with a party hereto; where "control" means that the controlling party directly or indirectly has the beneficial ownership of more than fifty percent of the controlled entity's shares or ownership interest giving the power to direct or cause the direction of the general management of the controlled entity. An entity shall be an Affiliate only during the time when such control exists.

4. Duties. Recipient agrees, for a period of five (5) years from the date of disclosure, not to: (i) use Discloser's Confidential Information for any reason, other than for the Purpose; and (ii) disclose Discloser's Confidential Information to any third party except its and its Affiliates' employees, contractors and sales representatives that (a) have a legitimate "need to know" for furtherance of the Purpose, and (b) are subject to confidentiality obligations no less restrictive than those set forth herein. Recipient shall exercise the same degree of care in protecting Discloser's Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Each party shall be liable for any failure of its Affiliates, and its and its Affiliates' employees, contractors and sales representatives, to abide by the terms of this Agreement as if such failure was a failure of such party.

5. Exceptions. The obligations of confidentiality under this Agreement shall not apply to information that: (a) is already known to Recipient at the time of disclosure without obligation of confidentiality; (b) is or becomes publicly known through no wrongful act or omission of Recipient; (c) is rightfully received by Recipient from a third party without obligation of confidentiality; (d) is approved for release by written authorization of Discloser; or (e) was developed by Recipient independently and without the use or benefit of Discloser's Confidential Information. A disclosure of Confidential Information that is required to be made by Recipient pursuant to any order of a court, administrative agency, or any other governmental agency shall not be deemed a breach of this Agreement, provided that Recipient shall promptly notify Discloser in writing of such order and cooperate with Discloser to contest disclosure, seek an appropriate protective order, and/or narrow the scope of such order to only that portion of the Confidential Information which is necessary.

6. Ownership. Discloser's Confidential Information, and all copies thereof, remain the property of Discloser. No right or license is granted or conveyed hereby by Discloser under any copyright, patent, mask work or trademark. Recipient shall not de-compile, disassemble, reverse engineer or use any other process to gain access to the underlying design information or source code of any object or executable code, encrypted or other obfuscated information, prototype, sample or tangible object that may be disclosed hereunder.

7. As-Is Disclosures. Discloser warrants that it has the right to disclose the Confidential Information to Recipient. Except for the foregoing, (i) all other warranties whether express, implied or statutory are disclaimed, (ii) all Confidential Information is provided on an "as is" and "with all faults" basis and in no event shall Discloser be liable for any loss or damage arising directly or indirectly out of the inaccuracy of its disclosed information.

8. Term; Termination; Effects. This Agreement shall be effective from the Effective Date until the Expiration Date, unless terminated earlier as follows. Either party may terminate this Agreement for any or no reason upon written notice to the other party, and termination shall be effective ten (10) days after receipt of such notice. No termination shall affect either party's rights or obligations with respect to Confidential Information disclosed prior to termination, which shall survive such termination as provided herein. Upon the written request of Discloser, Recipient shall promptly return to Discloser all documents, presentations, and other tangible items of Confidential Information furnished by Discloser and all copies and portions thereof in any form, or, if requested, destroy same and certify compliance in writing.

9. Governing Law. This Agreement and its performance shall be governed by, subject to, and construed in accordance with the laws of the State of California applicable to agreements entered into within the State between parties domiciled in the State and to be performed within the State, without regard to application of conflict of laws rules.

10. General. (10.1) Copies of all notices shall be directed to each party's Legal Department at the address stated herein. Any notice to be given hereunder must be in writing and shall be deemed given and effective upon tender to Recipient. (10.2) Each party shall adhere to all applicable export laws and regulations, and shall not export, reexport, resell, transfer, or disclose, directly or indirectly, any products or technical data received from the other, or the direct products thereof, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the U.S. government and any other applicable government or regulatory body. (10.3) The parties agree that any breach or threatened breach of this Agreement by Recipient may cause harm to Discloser for which money damages may not provide an adequate remedy. The parties agree that in the event of such a breach or threatened breach of this Agreement, in addition to any other available remedies, Discloser may seek temporary and permanent injunctive relief restraining Recipient from disclosing or using its Confidential Information. (10.4) This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the parties regarding the subject matter hereof. If any provision of this Agreement is held to be unlawful, unenforceable or invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. (10.5) A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. (10.6) Neither party shall assign or transfer (including without limitation in connection with a merger, acquisition or other change of control) any of its rights or obligations hereunder without the prior written consent of the other party hereto, and any attempt to do so is void. If no such consent is provided, then prior to any such merger, acquisition or other change of control of Recipient, Recipient shall destroy all copies of Discloser's Confidential Information in Recipient's possession or control and certify in writing its compliance with these obligations. (10.7) This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature or electronically signed version transmitted to the other party is as effective as if the original was sent to the other party. Without prejudice to section 10.5 above, in the event Xilinx has pre-signed this Agreement, any alteration, modification or amendment by the Other Party without Xilinx's express and subsequent counter-signature shall be void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) below.

"Other Party"	**Xilinx, Inc.**
Signature:_____	Signature: _Frank Tornaghi_ Frank Tornaghi Sr. Vice President Worldwide Sales
Print Name:_____	Print Name: Frank Tornaghi
Title: _____	Title: Sr. Vice President Worldwide Sales
Date: _____	Date: 02/21/2013