



# SYNAPTIC LABORATORIES

**Headquarters:**

Synaptic Laboratories (412725939)  
Kutaisi No.1 Industrial Zone  
88 Avtomshenebeli Street,  
Kutaisi 4600, Georgia

**Postal address:**

Synaptic Laboratories (412725939, +995 598 08 80 50)  
Georgian Post Kutaisi Service Centre 4602  
Wminda Nino St. N7, PO Box N29  
Georgia

**W:** [www.synaptic-labs.com](http://www.synaptic-labs.com)  
**T:** +995 598 088 050

**E:** [info@synaptic-labs.com](mailto:info@synaptic-labs.com)  
**E:** [sales@synaptic-labs.com](mailto:sales@synaptic-labs.com)

26 January 2022

## **License and Confidentiality Agreement (the 'Agreement') for the use of Synaptic Laboratories Ltd. (SLL) Intellectual Property (IP)**

**SLL Legal Agreement Number:**

LA-IDX-00000279

**Issued by the Authorised IP Licensor:**

Synaptic Laboratories Ltd  
National Corporate Registration ID: 41272593

**Issued to:**

ARIES Embedded GmbH customers

**Issued on:**

26 January 2022

### Preamble

ARIES Embedded GmbH ( "ARIES", [www.aries-embedded.com](http://www.aries-embedded.com) ) sell development boards, System on Modules (SoM), and SoM base boards. Synaptic Laboratories Ltd ( SLL, [www.synaptic-labs.com](http://www.synaptic-labs.com) ) provides the Memory Controller IP for HyperBus, OctaBus, OctalBus, Xccela Bus and other memory devices that is promoted by the major memory manufacturers selling devices with those memory protocols and other key companies including Intel, Arrow and more.

SLL has agreed that ARIES may distribute Free Trial Licenses for one or more SLL Licensed Product/s for use on ARIES products. Under the collaboration between SLL and ARIES, ARIES may: (a) bundle Free Trials of SLL Licensed Product/s and their associated licensing agreements in ARIES reference designs; and (b) distribute those reference designs to their customers using any communications means of ARIES' choice.

**This License and Confidentiality Agreement (this "Agreement") is entered into between Synaptic Laboratories Ltd (SLL) as the authorised IP - Licensor, and You as the Licensee.** This document controls the right to Use, and the Provisions of Use, of SLL Licensed Product/s in ARIES reference designs and products. This Agreement permits and governs the Use of the SLL Licensed Product/s for free trial evaluation purposes, and optionally further permits Use for Research and Development and/or Production

purposes subject to further terms and conditions but only when those further rights are specifically granted through a License Credential or Quote issued by SLL that is accepted by You.

PLEASE REVIEW THE FOLLOWING PROVISIONS IN THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SLL LICENSED PRODUCT.

By: (a) downloading, installing, copying or Using the Licensed Product; or (b) by paying a license fee to the Licensor; or (c) by completing this License Agreement online by electronic means or in hard copy on paper, You acknowledge that You have read this Agreement, understand it, accept it and agree to be bound by all its Provisions. [P.5.1]

If You do not agree to be bound by, or the entity for whose benefit You act has not authorised You to accept, these Provisions, do not download, copy, install or Use the Licensed Product. [P.5.2]

If You have already downloaded the Licensed Product, for example as part of a reference design, or in any other way, please uninstall and delete it and irrevocably destroy any copies You have made as soon as possible. If You have received a copy of the Licensed Product on DVD or other manner than electronic download, then contact the Licensor to arrange for the return of the Licensed Product unused to the Licensor as soon as possible. [P.5.3]

## Licensee details

The Licensee is any person or organisation that has possession of or use of a ARIES product, and who accepted and demonstrated execution of this Agreement with all its Provisions by obtaining a copy and or Using SLL's Licensed Product.

## This Agreement comprises more than one document

**This Agreement includes one or more other associated documents** that are incorporated by reference into this Agreement in their entirety:

- a) The full text of the following document is incorporated into this Agreement:

**Definitions, Extended Terms and Conditions**, Version 1.02, 22 February 2020

SLL Legal Agreement Number: LA-ID-0008

Length: 15 pages

Link to the full text:

<https://synaptic-labs.s3.amazonaws.com/licenses/20200222-LA-ID-0008-ExtendedTerms.pdf>  
(SHA-256 digest: d104ebc62ecdf50f03554dcd849c7f114016ab41e019d2a181352329233dc0d8 )

This document is hereafter called the "Extended Terms" document. When this Agreement references a specific Provision in the Extended Terms document, it will for example be written as P.1.2.3.

- b) One or more License Credentials that are written in separate documents are associated with this Agreement. License Credentials contain essential Provisions that are an integral part of this Agreement. The License Credential/s fall into two categories:
- License Credential/s that are provided simultaneously with this Agreement; and
  - License Credential/s that are issued by SLL and accepted by You in the future and that become thereby associated with this Agreement. Such future License Credential/s act as modifications to this Agreement (see modifications below) for any purpose for example but not limited to for the purposes of enabling the extension of License Periods and/or for permitting further rights which could be subject to further licensing obligations set forth in the License Credential/s.

All License Credentials associated with this Agreement will cite this SLL Legal Agreement Number LA-IDX-00000279, and the content of those License Credential/s are incorporated fully by reference into this Agreement.

- c) One or more written Quotes and/or invoices may be associated with this Agreement at any point in time, for example but not limited to for the purpose of extending License Periods and/or to grant further rights which could be subject to further licensing obligations set forth in the Quote and/or invoice. Quotes and/or invoices will contain essential Provisions that are an integral part of this Agreement. They fall into two categories:
- i. Quotes and/or invoices that are provided simultaneously with this Agreement; and
  - ii. Quotes and/or invoices that are issued by SLL and accepted by You in the future and that become thereby associated with this Agreement. Such future Quotes and/or invoices act as modifications to this Agreement (see modifications below).

All Quotes and/or invoices associated with this Agreement will cite this SLL Legal Agreement Number LA-IDX-00000279, and the content of those Quotes and/or invoices are incorporated fully by reference into this Agreement.

**Modifications can be made to this Agreement** at any time by mutual agreement between the Parties, for example but not limited to for the purpose of extending License Periods and/or to grant further rights, through any of the following methods:

- a) At Your request, or with Your consent, SLL issues a further License Credential to You and You Use that Credential, and by such Use You thereby demonstrate Your agreement with and acceptance of any new Provisions contained in that further License Credential, and the Parties accept and agree that all such accepted License Credentials will become modifications to this Agreement; and/or
- b) SLL issues a Quote or invoice to You and You subsequently demonstrate your acceptance of that Quote or invoice in writing or through SLL's online License Assistant or through payment made by You of any amount specified in the Quote and/or invoice, and by such acceptance You thereby demonstrate Your agreement with and acceptance of any new Provisions contained in that Quote and / or invoice, and the Parties accept and agree that the contents of all such accepted Quotes and/or invoices will become incorporated as modifications to this Agreement; and/or
- c) in written form that is duly signed by authorised representatives of both Parties.

Signature for the Authorised IP Licenser  
Synaptic Laboratories Ltd.



**Name:** Benjamin Aaron Gittins  
**Job Title:** Chief Technical Officer  
**Phone:** +995 598 088 050  
**Date:** 26 January 2022

End of the License and Confidentiality Agreement (the 'Agreement') for the use of Synaptic Laboratories Ltd. (SLL) Intellectual Property (IP) with SLL Legal Agreement Number LA-IDX-00000279.