

**OPAL KELLY INCORPORATED**  
**SYZYGY™ SPECIFICATION LICENSE AGREEMENT [v 1.0 as of June 20, 2017]**

**THIS LICENSE AGREEMENT** ("Agreement"), dated as of the Effective Date (as defined below), governs the access and use of the SYZYGY Specification (as defined herein), which has been developed by, and is owned by, Opal Kelly Incorporated ("Opal Kelly").

**THE RIGHT OF A PARTY TO USE OR OTHERWISE IMPLEMENT (IN ANY WAY) THE SYZYGY SPECIFICATION IS EXPLICITLY CONDITIONED ON THAT PARTY'S (THE "LICENSEE") AGREEMENT WITH, AND CONTINUED COMPLIANCE WITH, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE LICENSEE WILL NOT HAVE ANY RIGHT TO IMPLEMENT OR USE THE SYZYGY SPECIFICATION AT ALL.**

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged by the Licensee, the parties agree as follows:

**1. Definitions:**

1.1 "Effective Date" means the date the Licensee downloads or otherwise obtains its access to the SYZYGY Specification.

1.2 "SYZYGY™ mark" means the "SYZYGY™" trademark, which is owned by Opal Kelly.

1.3 "SYZYGY Specification" means Opal Kelly's SYZYGY Specification, which specification may be amended from time to time and/or at any time by Opal Kelly.

**2. Use of the SYZYGY Specification and SYZYGY™ Mark:**

2.1 Subject to Licensee's continuous compliance with all of the terms and conditions of this Agreement, Opal Kelly grants the Licensee a non-exclusive and non-transferable right to use the SYZYGY Specification subject to the Licensee's satisfaction of, and ongoing compliance with, the following specific requirements:

- 1) Licensee's product and implementation must fully comply with all attributes of the SYZYGY Specification except those explicitly labeled "optional";
- 2) The full name and version of the SYZYGY Specification must be clearly stated in the Licensee's products and its supporting documentation for references to that SYZYGY Specification;
- 3) Carriers and Peripherals must include a completed copy of the corresponding "Compatibility Table" with relevant entries, as defined in Appendix A of the SYZYGY Specification; and
- 4) The term "**SYZYGY™ Compatible**" must be included, at least once, in a prominent location in the Licensee's product and in its supporting documentation (provided, however, use of the **SYZYGY™** mark must comply with the additional conditions in Section 2.3 below).

2.2. Licensee further acknowledges and agrees that the above grant and this Agreement do not give the Licensee the right to do any of the following actions (without first obtaining Opal Kelly's prior written consent):

- 1) revise, alter, modify, make derivatives of, or otherwise amend the SYZYGY Specification in any way;
- 2) alter, obfuscate, or remove from the SYZYGY Specification any of Opal Kelly's copyright, trademark, or other proprietary notices; or
- 3) reproduce or copy the SYZYGY Specification or transmit the SYZYGY Specification to any third party, except to the extent necessary for Licensee's direct implementation of the SYZYGY Specification.

2.3 Subject to Licensee's continuous compliance with all of the terms and conditions of this Agreement, Opal Kelly grants the Licensee a non-exclusive and non-transferable right to use the "**SYZYGY™**" mark only in the following ways, and subject to the following terms and conditions:

- 1) Licensee may use the term "**SYZYGY™ Compatible**" only as long as the Licensee's product and implementation

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are, and remain, in compliance with the SYZYGY Specification and this Agreement;

- 2) Licensee may also use the "SYZYGY™" mark in the follow phrases in the Licensee's product and/or supporting documentation provided, however, that the Licensee's products and implementation are, and remain, in compliance with the SYZYGY Specification and this Agreement:
  - a) "The [Licensee's] [XYZ] system [or product] is in compliance with the SYZYGY™ Specification"
  - b) "The [Licensee's] [XYZ] system [or product] complies with the SYZYGY™ Specification"
  - c) "The [Licensee's] [XYZ] system [or product] features SYZYGY™ Compatible [insert specific functionality]"
- 3) Licensee must state, at least once, in the Licensee's product and in its supporting documentation that the "SYZYGY™" mark is owned by Opal Kelly.
- 4) Licensee will not combine the "SYZYGY™" mark , the term "SYZYGY™ Compatible" or the term SYZYGY Specification with any trademarks, trade names, business names, or logos of the Licensee or of any other party without first obtaining the prior written consent of Opal Kelly.

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