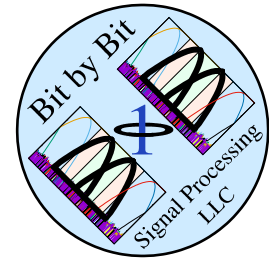


Bit by Bit Signal Processing BxB Demo 1 End User License Agreement (“EULA”)



1. Grant of License

Bit by Bit Signal Processing LLC (“BxB”) grants a License to User to run the “BxB Demo 1” application (“Application”) on a Xilinx ZCU111 board owned by User (“Board”) whenever the User meets all terms in this EULA. The Application is also known as the “Spectrum Analyzer, Oscilloscope, and Signal Generator Application”.

2. Free Evaluation and License Fees

Following a free evaluation period, User is only Licensed to run the Application on a Board after paying a license fee. The free evaluation period ends 30 days after the User first runs the Application. The license fee is paid to BxB for each Board on which the Application is run. Boards are distinguished by their “PL DNA”, which is a unique identifier built into each Board and displayed on the boot screen of the Application. Payment to BxB of the current license fee for a specific PL DNA allows User to run the Application on the Board with that PL DNA under the terms of this EULA. The license fee payment is for that Board’s PL DNA, is considered part of the Board, and is sold with the Board if the Board is sold. Licenses are not otherwise transferable. License fees may be changed by BxB at any time prior to payment, and may be different for different Users.

3. Suitability for a Purpose

The Application is an engineering demonstration, not a finished product, and thus the Application is in an as-is condition with known issues and deficiencies. BxB does not certify that the Application is suitable for any particular purpose. Thus User is only Licensed to run the Application if User independently tests, evaluates, and certifies that the Application is suitable for all purposes for which it will be used, if User is qualified to make such an assessment, and if User assumes all responsibility for risks, liability, and potential damages for such use.

4. Responsibility for the Hardware and Network

User is only Licensed to run the Application when User verifies that the Board and any connected hardware or network is fully protected from damage from Application bugs as well as from mistakes by User. This includes but is not limited to making sure that the Board has adequate heat sinks and cooling, that the Board is kept in a static-free environment, that voltages applied to the Board cannot be in ranges that will damage the Board, that any voltages that can come out of the Board cannot be in ranges that will damage other equipment, and that if the Board is connected to a network then all equipment is fully protected against networking issues, including but not limited to active threats such as computer viruses and malware.

5. Limitation of Liability

User is only Licensed to run the Application if User takes all necessary measures to prevent damages and liability from use of the Application, indemnifies BxB from all damages and liability, holds BxB harmless for all damages and liability, and covenants that the sole remedy for any claim against BxB is return of the license fee paid, or US\$1, whichever is more.

6. Entire Agreement; Governing Law

This is the entire License agreement between BxB and User. No rights are granted or relationships established except as stated. The License is granted according to the laws of the State of Arizona.