
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**") is between the individual or entity ("**you**" or "**Licensee**") that receives or uses any of the Software (as defined below) and **Lumissil Microsystems International Limited**, a Hong Kong corporation having a principal place of business at Unit 801-5, 8/F., Prosperity Place, No. 6 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong ("**LUMISSIL**").

If you receive or use any Software, you accept and agree to be bound by this Agreement and represent that you have the authority to bind yourself or the entity you represent to this Agreement.

This Agreement takes effect when you download, install, access, or use the Software in any manner or otherwise indicate your consent to be bound by this Agreement ("**Effective Date**").

The parties agree as follows:

1. **Definitions.**

(a) "**Custom Implementations**" means an implementation by Licensee of Source Code provided by LUMISSIL or a third party agreed by LUMISSIL for use with products that use LUMISSIL Chips.

(b) "**Customer**" means any entity, corporation or individual which purchases a Licensee Product or any product that incorporates the Licensee Product.

(c) "**Documentation**" means the technical documentation and/or user guide provided by LUMISSIL or a third party agreed by LUMISSIL along with the Software. For clarity, the term "Documentation" excludes marketing materials.

(d) "**Intellectual Property Rights**" means all copyrights, trade secrets, patents, mask work rights and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto, but excluding trademarks, service marks, trade names and other product, service or other indicia of origin.

(e) "**LUMISSIL Chips**" means the IS32CG5317-LQLA2, IS32CG5317-LQLA2-TR, IS32CG5317EVK_KIT, IS32CG5317SDK chips marketed by LUMISSIL to its customers.

(f) "**Licensee Product**" means an item, device or system marketed or sold by Licensee, directly or indirectly, to Licensee customers which contains the Run-Time Software and LUMISSIL Chips.

(g) "**Object Code**" means computer software in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

(h) "**Open Source Licenses**" include, without limitation, a software license that requires as a condition of use, modification, and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) re-distributable at no charge.

(i) "**Run-Time Software**" means that portion of the Software provided by LUMISSIL or a third party agreed by LUMISSIL in Object Code (excluding the Boot Rom Code), which will be incorporated into the Licensee Product for use by Customers to run on and provide functionality for the LUMISSIL Chips.

(j) "**Software**" means LUMISSIL's proprietary software development kit (SDK) comprised of the Run-Time Software and other components provided in Source Code,

and the boot rom code preinstalled in the LUMISSIL Chips ("**Boot Rom Code**") including all derivatives and modifications of such software, as well as any Documentation and updates, if any, provided by LUMISSIL or a third party agreed by LUMISSIL under this Agreement. The Software under this Agreement is further described in detail under Schedule 1 of this Agreement (which could be updated by LUMISSIL from time to time, and the final updated version of Software shall be hereinafter referred to as the "**Final Version**").

(k) "Source Code" means computer software in human readable source code form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

2. License; Licensee Obligations and Customer Restrictions.

(a) License. Subject to Licensee's compliance with the terms and conditions of this Agreement and payment of the fees specified hereunder, LUMISSIL hereby grants to Licensee a restricted, worldwide, personal, perpetual, non-transferable (except as set forth in Section 12(h) below), non-exclusive license under its Intellectual Property Rights in the Software, subject to the restrictions in sub-sections 2 (b) and (c) below: (i) to use that portion of the Software provided by LUMISSIL or a third party agreed by LUMISSIL in Source Code solely for Licensee's development of Custom Implementations; (ii) to reproduce an unlimited number of Run-Time Software solely for internal evaluation and reference purposes; (iii) to reproduce the Software (excluding the Boot Rom Code) for archival purposes, consistent with Licensee's standard archival procedures; (iv) to implement the Final version of the Run-Time Software or any Custom Implementation (in Object Code form only) on Licensee Products and to then distribute, sell, and have sold those Licensee Products, provided that the Licensee is allowed to do so by LUMISSIL's prior written consent or as agreed in any signed contract by both Parties; and (v) to use the Software for internal use purposes to train Licensee's personnel and for internal evaluation and reference purposes;

(b) Licensee Obligations.

(i) Licensee shall reproduce and include any and all copyright notices and proprietary rights legends, as such notice and legend appear in the original Software, on any copy of the Software, including on any copy of the Run-Time Software.

(ii) Licensee may grant access to the Software only to employees of Licensee who (i) require access to the Software for the purposes authorized by this Agreement, and (ii) have signed an employee agreement in which such employee agrees to protect third-party confidential information under terms and conditions no less stringent than those set forth herein. Licensee agrees that any breach by any employee of his/her obligations under such confidentiality agreements shall also constitute a breach by Licensee hereunder.

(iii) Licensee shall not (a) market, distribute, or otherwise transfer copies of any portion of the Software, except as Object Code incorporated within the Licensee Products to others subject to the terms under Section 2(a); (b) rent, lease, timeshare or loan any portion of the Software; (c) sell, sublicense, license, transfer or otherwise make available any portion of the Software in either Source Code or Object Code form to any third party except to Licensee customers subject to the terms under Section 2(a); or (d) modify, decompile, disassemble, reverse engineer or otherwise attempt to derive the Source Code of the Run-Time Software. Without limiting the foregoing, Licensee agrees that the Boot Rom Code is provided only for use on the LUMISSIL Chips, and Licensee shall not (1) copy, modify or redistribute the Boot Rom Code, or any portions thereof, except for distributions of Boot Rom Code as pre-installed on Licensee Products sold to Licensee customers subject to the terms under Section 2(a); or (2) attempt to remove or extract the Boot Rom Code from any LUMISSIL Chip.

(iv) Licensee shall not use the Software except in connection with products using LUMISSIL Chips. Licensee may not download, remove, or attempt to remove any Run-Time Software which is installed on any LUMISSIL Chip except as expressly permitted by LUMISSIL in writing.

(v) Licensee shall comply with all Documentation in developing Custom Implementations, including any technical limitations included therein. LUMISSIL may update the Documentation at any time during the term upon written notice to Licensee.

(vi) Licensee shall use its best efforts to protect the Software from unauthorized access, reproduction, disclosure or use. In the event Licensee becomes aware of any unauthorized use or disclosure of Software, Licensee shall notify LUMISSIL immediately in writing and fully cooperate with LUMISSIL, at Licensee's expense, to minimize the effects of such unauthorized use or disclosure.

(c) Customer Restrictions. Licensee shall take all steps necessary to protect LUMISSIL's and its licensors' proprietary rights in the Software and to ensure that each Run-Time Software and each Licensee Product distributed by Licensee and any product that incorporates the Licensee Product will be accompanied by a localized copy of a Customer terms of use. Such Customer terms of use shall prohibit the Customer from: (i) copying the Run-Time Software and Boot Rom Code, except for archival purposes consistent with the Customer's bona fide archival procedures (excluding the Boot Rom Code); (ii) using the Run-Time Software and Boot Rom Code (as part of the Licensee Product) to test and/or diagnose any product that does not contain LUMISSIL Chips; (iii) modifying, decompiling, disassembly, reverse engineering or otherwise attempting to derive the Source Code of the Run-Time Software and Boot Rom Code; (iv) exporting the Run-Time Software and Boot Rom Code or underlying technology in contravention of applicable U.S. and other export laws and regulations; and (v) using the Run-Time Software and Boot Rom Code other than in connection with operation of the Licensee Product. In addition, the Customer terms of use shall (A) state that the Run-Time Software and Boot Rom Code is licensed, not sold and that LUMISSIL and its licensors' retain ownership of all copies of the Run-Time Software and Boot Rom Code; (B) expressly disclaim all express and implied warranties regarding the Run-Time Software and Boot Rom Code including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (C) exclude liability for any direct, special, indirect, punitive, incidental and consequential damages; and (D) name LUMISSIL as a third-party beneficiary of the Customer terms of use with authority to enforce its rights in the Run-Time Software and Boot Rom Code against the Customer.

3. Confidential Information.

(a) Definition. "**Confidential Information**" means any information disclosed by either Party to the other Party, directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, prototypes, samples, and equipment), that is designated by the disclosing Party as confidential or proprietary, that reasonably appears to be confidential due to the nature of the information or circumstances of disclosure, or that is customarily considered confidential between business parties, including customer, product, financial, and strategic information. "Confidential Information" may also include information disclosed to the disclosing Party by third parties. Confidential Information will not, however, include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party, as shown by the receiving Party's files and records; (iv) is obtained by the receiving Party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use

of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession. Lumissil's affiliates could act as the receiving Party or disclosing Party under this Section and Licensee shall ensure it treat any Confidential Information disclosed directly by Lumissil's affiliates in accordance with this Section as if such Confidential Information had been disclosed directly by Lumissil. To be specific, Software, Documentation and any portion of them, are Lumissil Confidential Information, and other information that meets the definition of Confidential Information hereunder shall also be Lumissil Confidential Information.

(b) Non-Use and Non-Disclosure. Neither Party will use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither Party will disclose any Confidential Information of the other Party to third parties or to that Party's employees, directors, or professional advisors except to those employees, directors, or professional advisors of the receiving Party with a need to know. Lumissil is also entitled to disclose the other Party's Confidential Information to Lumissil's affiliates and independent contractor. Neither Party will reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder. A Party may disclose the other Party's Confidential Information if required by law so long as the receiving Party gives the disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure.

(c) Maintenance of Confidentiality. Each Party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party will take at least those measures that it takes to protect its own most highly confidential information and will ensure that its employees, directors, professional advisors who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to those aforementioned persons. Neither Party will make any copies of the Confidential Information of the other Party unless the same are authorized under the Agreement or previously approved in writing by the other Party. Each Party will reproduce the other Party's proprietary rights notices on any approved copies, in the same manner in which those notices were set forth in or on the original.

(d) Return of Materials. Unless otherwise agreed in this Agreement, Upon the termination of this Agreement and at the request of the disclosing Party, the receiving Party will deliver to the other Party all of the other Party's Confidential Information that it may have in its possession or control.

(e) Remedies. Each Party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.

4. Ownership. LUMISSIL (or its affiliates) and its licensors shall retain exclusive ownership of all right, title, and interest, including all worldwide Intellectual Property Rights, in and to the Software, and any copies, modifications, or derivative works thereof. All rights in and to the Software are expressly reserved for LUMISSIL and its licensors. To the extent ownership of any Software, or derivative work thereof, vests in Licensee (by operation of law or otherwise), Licensee hereby assigns to LUMISSIL all right, title, and interest, including worldwide Intellectual Property Rights, in and to that Software or any derivative works thereof.

5. License Fees. All fees applicable to the Software, if any, will be as set forth in the purchase agreement between Licensee and LUMISSIL or its affiliates applicable to the LUMISSIL Chips with which the Software is used ("**Purchase Agreement**") or

any other written agreement or amendment to this Agreement mutually agreed to by the parties and applicable to the provision of the Software by LUMISSIL or its distributors to Licensee.

6. Records and Audits.

No more than once per year during the term of this Agreement and for one (1) year thereafter, LUMISSIL shall have the right, at its cost and expense and during Licensee's regular business hours, to conduct an inspection and audit of all the relevant records of Licensee reasonably related to Licensee's use of the Software in order to verify Licensee's compliance with the scope of the license rights granted under this Agreement (such audit and inspection an "**Audit**"). Licensee will reasonably cooperate with LUMISSIL and will make available all records, data, information, and personnel reasonably required for LUMISSIL to complete the Audit.

7. Term and Termination. This Agreement shall commence upon the Effective Date and continue unless otherwise terminated as set forth below. LUMISSIL may terminate this Agreement at any time without cause or for any reason immediately:

(i) upon Licensee's breach of this Agreement, unless such breach is curable and is cured by Licensee within ten (10) days after notice of such breach is provided by LUMISSIL or (ii) if Licensee becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its businesses or assets, becomes subject to any proceedings under any bankruptcy or insolvency laws, or has wound up or liquidated, voluntarily or otherwise. Upon termination, Licensee agrees: (A) not to use the Software for any purpose whatsoever; (B) in LUMISSIL's discretion, either to return to LUMISSIL the Software, any Confidential Information, and any copy or copies then in Licensee's possession, or to destroy the Software, Confidential Information, and any such copy or copies; and (C) to certify to LUMISSIL that Licensee has returned to LUMISSIL or destroyed, as the case may be, the Software, and all such copies. Termination of this Agreement shall not affect any Licensee customer sublicenses previously granted by Licensee pursuant to Section 2.

These remedies shall be cumulative and in addition to any other remedies available to LUMISSIL. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

8. Warranties and Disclaimers.

(a) LUMISSIL Limited Warranty. LUMISSIL warrants that the Final version of the Run-Time Software and the Boot Rom Code, when used as permitted under this Agreement and in accordance with the instructions in the Documentation, will perform substantially in accordance with the Documentation for the warranty period of the LUMISSIL Chips as set forth in the Purchase Agreement (the "**Warranty Period**"). In the event that LUMISSIL Chips are sold through an authorized distributor to the Licensee, the Warranty Period shall be one (1) year from the date of shipment by LUMISSIL (or its affiliates) of the LUMISSIL Chips or such longer period as expressly agreed to by LUMISSIL in writing. If during the Warranty Period the Final version of the Run-Time Software and the Boot Rom Code does not perform substantially in accordance with such Documentation (the "**Defect**"), Licensee shall give LUMISSIL written notice of such Defect promptly after such discovery, and LUMISSIL will use commercially reasonable efforts to repair or replace the Defect, at LUMISSIL's option, WHICH SHALL BE LICENSEE'S SOLE REMEDY FOR ANY BREACH OF WARRANTY HEREUNDER. Any such Defect correction provided to Licensee will not extend the original Warranty Period. LUMISSIL OFFERS NO OTHER WARRANTIES REGARDING THE SOFTWARE.

(b) LUMISSIL Warranty Exclusions. In the event that Licensee requests significant efforts by LUMISSIL beyond those which LUMISSIL is obligated to provide hereunder, LUMISSIL may decline to make such efforts unless and until the parties have

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(c) LUMISSIL Warranty Disclaimer. EXCEPT AS OTHERWISE MAY BE AGREED IN THIS AGREEMENT OR A PURCHASE AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND. FURTHER, ANY CUSTOM IMPLEMENTATIONS ARE AT LICENSEE'S OWN RISK AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LUMISSIL WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, INJURY, DATA LOSS, OR OTHER DAMAGES RESULTING FROM LICENSEE'S USE AND/OR DEPLOYMENT OF ANY CUSTOM IMPLEMENTATIONS. LUMISSIL AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY STANDARD COMPLIANCE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL THE SOFTWARE ERRORS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LUMISSIL, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

(d) Licensee Warranties. Licensee represents and warrants that (i) it will not take any action that would create obligations that would conflict with Licensee's obligations hereunder, including without limitation, using the Software to merge with, link to, make function calls to, or share data structures with software available under an Open Source License; and (ii) it will comply with all applicable laws in its use of the Software.

9. LUMISSIL Indemnification Obligations

(a) LUMISSIL will indemnify and hold harmless Licensee, from and against any and all costs, expenses, damages, and liability, and shall defend at its own expense any claim or action against Licensee brought by a third party to the extent that the claim or action is based upon an allegation that the Final Version of the Software infringes any worldwide patents, U.S. copyrights, or trademarks or other proprietary right or misappropriates any trade secrets recognized as such under the U.S. Defend Trade Secrets Act or any states' Uniform Trade Secret law and LUMISSIL will pay all costs and damages finally awarded and any cost incurred by Licensee in any such action that are specifically attributable to such claim and any costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee notifying LUMISSIL promptly in writing of such action, Licensee giving LUMISSIL sole control of the defense thereof and any related settlement negotiations, and Licensee cooperating and, at LUMISSIL's request and expense, assisting in such defense.

(b) If the Final Version of the Software becomes, or in LUMISSIL's opinion is likely to become, the subject of an infringement claim, LUMISSIL may, at its option and expense, either (i) procure for Licensee the right to continue using the Software on the terms herein, (ii) replace or modify the Software so that it becomes non-infringing while functionally equivalent, or (iii) if (i) and (ii) are commercially impracticable, ask the Licensee to cease using the Software and refund to Licensee the fees paid by Licensee to LUMISSIL for

the license of such Software.

(c) Notwithstanding the foregoing, LUMISSIL will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any Custom Implementations; (ii) use of the Software not in accordance with this Agreement or for purposes not contemplated by its intended use; (iii) any use of the Software in combination with other software, products, equipment, or data not supplied by LUMISSIL or contemplated by the intended use of the Software if in the absence of such combination the Software would be non-infringing; (iv) any misuse of any release of the Software made available to Licensee; or (v) any modification of Software by any person other than LUMISSIL unless authorized by LUMISSIL.

(d) THIS SECTION STATES LUMISSIL'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

10. Licensee Indemnification Obligations. Licensee will indemnify and hold harmless LUMISSIL and its affiliates, officers, directors, employees, and agents, from and against any and all costs, expenses, damages, and liability, and shall defend at its own expense any claim or action against LUMISSIL and its affiliates brought by a third-party, to the extent that the claim or action arises from or relates to an actual or alleged breach by Licensee of the terms and conditions of this Agreement.

11. Limitations of Liability.

(a) NEITHER LUMISSIL NOR ITS LICENSORS SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF DATA, OR LOSS OF PROFITS REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF LUMISSIL OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LUMISSIL'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS OF ANY LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF (1) THE SUM OF THE LICENSE FEES RECEIVED BY LUMISSIL FROM THE LICENSEE FOR THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE MOST RECENT CLAIM; OR (2) \$1000 USD. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LUMISSIL AND LICENSEE. LUMISSIL WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.

(c) No Liability for Third Party Software. LUMISSIL shall have no liability to Licensee or any third party whatsoever arising from or related to the third-party and/or open source software components provided with LUMISSIL Chips and listed at <https://www.lumissil.com/assets/pdf/support/IS32CG5317%20SDK%20Third%20Party%20Software%20Agreement.pdf> (the "**Third Party Components Disclosure**"). LUMISSIL may update the Third Party Components Disclosure at any time during the term effective immediately upon posting. Licensee agrees to comply with all applicable third party terms and conditions identified in the Third Party Components Disclosure.

12. General.

(a) **Governing Law and Forum.** This Agreement shall be governed in all respects by the laws of the state of California, USA without regard to conflicts of law principles. Any disputes arising out of or related to this Agreement will be heard exclusively in the state or federal courts located in Santa Clara County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

(b) Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Licensee may cause LUMISSIL irreparable damage for which recovery of money damages would be inadequate, and that LUMISSIL shall therefore be entitled to obtain timely injunctive relief to protect LUMISSIL's rights under this Agreement in addition to any and all remedies available at law.

(c) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, fax (with verification of receipt), email or by certified or registered mail, return receipt requested, and shall be effective upon receipt. Notices shall be sent to the parties at the addresses described on the Signature Page or such other address as either party may designate for itself in writing.

(d) No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

(e) Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

(f) Severability; Waiver. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(g) Government Customers. The Software and any related Documentation are each a "commercial item," as that term is defined at 48 C.F.R. §2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. §12.212 (Sep 1995) and are provided to U.S. Government end users with only those rights set forth herein.

(h) Assignment. Licensee may not delegate, assign, or transfer this Agreement, the license(s) granted or any of Licensee's rights or duties hereunder, including by way of merger (regardless of whether Licensee is the surviving entity) or acquisition, and any attempt to do so, without LUMISSIL's express prior written consent, shall be void; provided, however, Licensee may assign this Agreement and the rights and licenses granted herein to Licensee's successor-in-interest pursuant to an acquisition, merger, reorganization or transfer of all or substantially all of its stock, assets or business or other such transaction; provided that such successor-in-interest (i) agrees in writing to be bound hereby and (ii) does not have, as one of its primary businesses, the development and marketing of components that compete with the LUMISSIL Chips or LUMISSIL's proprietary technologies. LUMISSIL may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

(i) Headings; Counterparts. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together

will constitute one and the same instrument.

(j) Export Control. All Software and technical information delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to strictly comply with all such laws and regulations.

(k) Entire Agreement; Modification. This Agreement, including the Exhibit attached hereto, constitutes the entire agreement between Licensee and LUMISSIL and supersedes in their entirety any and all oral or written agreements previously existing between Licensee and LUMISSIL with respect to the subject matter hereof. The terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect. This Agreement can be updated at any time by LUMISSIL, provided that the version of this Agreement in effect at the time you last downloaded the Software or executed any Purchase Agreement (whichever occurs later) will continue to apply to your use of the Software. Execution of any new Purchase Agreements referencing these terms, or downloading additional copies of the Software, will bind you to the revised version of the Agreement in place at such time of Purchase Agreement execution or download, as applicable. Notwithstanding the foregoing, the attached Exhibit may be solely updated by LUMISSIL from time to time and the updated Exhibit shall be effective immediately upon written notice from LUMISSIL to Licensee.

Schedule 1 Software

➤ **Run-Time Software**

IS32CG5317 FW - which is provided as binary. It runs on the IS32CG5317 IC and implements the HomePlug Green PHY (HPGP) application.

➤ **Other components provided in Source Code**

Host Library – which is provided as source code. It runs on the MCU (Micro Controller Unit) and implements HomePlug Green PHY (HPGP) specification H1 SAP (Service Access Protocol) messages and other specific capabilities (e.g. Host-Loading Application).

Production Library - which is provided as source code. The Production Library is installable on the user's PC. It includes pre-processing APIs and configuration files and is used for HW development testing and production line.

➤ **Boot Rom Code**

The boot rom code pre-installed in the LUMISSIL Chips.