

## TECHNOLOGY LICENSE AGREEMENT FOR EIC PROPEL TECHNOLOGY

This Technology License Agreement ("License Agreement") is between you ("Licensee") and eInfochips Inc., including its affiliates e-Infochips Private Limited and eInfochips UK Ltd., the owner of the EIC Propel Technology (hereafter "Licensor" or "EIC"). Licensor and Licensee may be referred to individually as a "Party" and collectively as "Parties".

**WHEREAS**, Licensor has developed and has the right to license to Licensee, EIC Technology (as defined below); and

**WHEREAS**, Licensee desires to utilize the EIC Technology as a part of an existing Statement of Work ("SOW") between Licensee and Licensor, pursuant to the terms and conditions of this License Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** For purposes of this License Agreement, the following terms shall have the following meanings:

- 1.1. "Confidential Information" means all non-public, confidential, or proprietary information of a Party, or its affiliates or representatives, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and includes the terms and existence of this License Agreement and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically: (a) unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; (b) all other designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; and (c) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for Licensee, its affiliates, or its representatives that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part. EIC Technology is Confidential Information of Licensor. Confidential Information does not include information that a Party can demonstrate by documentation: (a) was already known to the recipient without restriction on use or disclosure; (b) was or is independently developed by such Party without reference to or use of any Confidential Information; (c) was or becomes generally known by the public other than by breach of this License Agreement by or other wrongful act; or (d) was received from a third party who was not, at the time, under any obligation to any person to maintain the confidentiality of such information.
- 1.2. "Copyrightable Materials" means copyrightable documents or information in any format pertaining to the EIC Technology that are provided by Licensor to Licensee under this License Agreement.
- 1.3. "Derivative Technology" means any derivative work developed by Licensee that is based to any extent on the EIC Software or EIC Technology.
- 1.4. "EIC Technology" means the EIC PROPEL technology, and any incorporated or necessary EIC Software, Know-How, Copyrightable Materials, and other Intellectual Property of Licensor, including, but not limited to, electronic circuit designs in any machine or human readable format, component specifications, and such other information that Licensor may provide hereunder. EIC Technology does not include open source software.
- 1.5. "EIC Software" means the Object Code and Source Code versions of the device drivers developed and owned, or licensed from third parties, by Licensor. EIC Software does not include open source software and/or code.
- 1.6. "Know-How" means inventions from the time of conception, trade secrets, techniques, concepts, knowledge, technical information and data, including, but not limited to, algorithms, engineering, scientific and practical information and formulae, equipment designs, electronic circuit designs, information or materials and commercial sources thereof, technical information recorded in reports, on

drawings, in specifications and in other writings, including but not limited to patent applications, irrespective of the form of expression or media upon or in which it is recorded, or transmitted.

- 1.7. "Licensee Product" means any device, product, system, technology or offering, including but not limited to circuit boards or assemblies, that Licensee develops, fabricates, produces, licenses, sells, offers, or otherwise transfers that embeds, incorporates, integrates or is based on, all or in part, the EIC Software, EIC Technology or Derivative Technology; provided, however, that a Licensee Product constitutes an integrated Licensee Product, and the EIC Software, EIC Technology and Derivative Technology shall only be used, and is only licensed for use, as incorporated into a Licensee Product under an applicable SOW and not separately therefrom.
  - 1.8. "Object Code" means the representation of software in the binary instruction code form suitable for execution on or by a computer, or which may be so suitable after linkage or incorporation with or into other code.
  - 1.9. "Open Source Software and/or Code" means the software and/or code made publicly available by third parties, including under a separate license in Source or Object Code formats, and which is provided by Licensor in conjunction with this License Agreement as a courtesy to Licensee.
  - 1.10. "Source Code" means the representation of software in the form amenable to human understanding, as written in a higher level computer programming language, together with all developer comments and other programmer documentation.
2. **Grant.** Except for the rights and licenses granted by Licensor under this Section, this License Agreement does not grant to Licensee or any other Person any right, title, or interest, by implication, estoppel, or otherwise.
- 2.1. License - EIC Technology. Subject to the terms and conditions of this License Agreement, Licensor hereby grants to Licensee one (1) paid-up, non-exclusive, non-sublicensable, nontransferable license to: (i) use, copy, modify, and prepare Derivative Technology of the EIC Technology for the sole purpose of developing and evaluating Licensee Products; and (ii) copy and distribute the EIC Technology and Derivative Technology only in Object Code format when embedded or integrated in Licensee Products in such manner that the EIC Software and Derivative Technology cannot be used other than in conjunction with a Licensee Product under any circumstances. Licensee must control access to, and use of, the EIC Technology and EIC Software used in any Derivative Technology provided to Licensee's end users. Licensee is responsible for any use of the EIC Technology, EIC Software, and/or any Derivative Technology that does not comply with this Agreement.
  - 2.2. Licensee shall not: (i) reverse engineer, disassemble, or decompile the EIC Technology and/or EIC Software, (ii) install or use the EIC Technology and/or EIC Software with any third-party software or technology that would subject Licensor to any third party's license terms or cause Licensor to infringe on any third party's rights; and (iii) use the EIC Technology and/or EIC Software for any unlawful purpose. Licensee shall not otherwise be entitled to use, license, or commercially exploit the EIC Technology and/or EIC Software without Licensor's prior written consent, which may be withheld at Licensor's sole discretion; any such use may result in the revocation of the license rights herein.
    - 2.2.1. Open Source Software and/or Code. Open Source Software and/or Code is provided by Licensor as a courtesy to Licensee and not in exchange for any consideration paid by Licensee to Licensor hereunder. Licensor shall have no liability arising from, or relating to, any Open Source Software and/or Code incorporated in the EIC Technology, EIC Software, and/or Licensee Product(s) provided to Licensee. The private offer issued by Licensor will provide the Licensee with an updated version of this License Agreement that contains an Appendix A disclosing the Open Source Software and/or Code utilized in the EIC Technology and/or EIC Software. Licensor claims no ownership or other rights in any Open Source Software and/or Code. Licensee shall be solely responsible for determining that it is complying with any and all applicable terms and conditions, including but not limited to any obligation to meet copyright notice requirements or make public derivative works of Open Source Software and/or Code. Licensor may, in its sole discretion, terminate or modify any obligation to provide Open Source Software and/or Code hereunder. Redistributions of Open Source Software and/or Code must retain the appropriate copyright notice, the following list of conditions, and the following disclaimers:

- 
- 2.2.1.1. Redistributions in binary form must reproduce the appropriate copyright notice, the following list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
  - 2.2.1.2. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.
  - 2.2.1.3. THE OPEN-SOURCE CODE AND/OR SOFTWARE, AND THE RESULTS ARISING THEREFROM, ARE PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN-SOURCE CODE AND/OR SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 2.3. No other license granted. Rights to access or use the EIC Technology and/or EIC Software on a device does not give Licensee any right to implement Licensor's patents or other intellectual property on the device itself or in any other software or devices. Licensee shall only use the EIC Technology as provided herein and shall not directly or indirectly disclose, sublicense, lease, sell, offer to sell, sublicense, or otherwise distribute or license the EIC Technology or the Derivative Technology to any third party.
  - 2.4. Ownership. Licensor retains sole title and ownership, or such rights as Licensor may otherwise have, in the EIC Software and EIC Technology, and all intellectual property rights related thereto, except such rights as are expressly granted to Licensee hereunder. This Agreement does not confer any right to use any Licensor name, trade name, trademark, logo, or other designation of Licensor (including any contraction, abbreviation, or simulation of any of the foregoing).
  - 2.5. No Maintenance. After delivery, Licensor shall have no obligation to provide maintenance, update, or support services of any kind for the licensed EIC Technology and/or EIC Software.
  - 2.6. No Other Rights. Except as expressly granted hereunder, Licensor grants no license, by implication, estoppel or otherwise to the licensed EIC Technology and/or EIC Software. All rights not expressly granted to Licensee are retained by Licensor.
  - 2.7. Required Software Not Provided by Licensor. Licensee shall have sole responsibility for obtaining or licensing any Open Source Software and/or Code or other third party software required for the use of EIC Software or EIC Technology, including but not limited to payment of any required fees.
  - 2.8. Property Rights. Licensee acknowledges and agrees that Licensor owns all right, title, and interest, or such rights as Licensor may otherwise have, in the EIC Software and EIC Technology now or hereafter subject to this License Agreement, and in all of Licensor's patents, trademarks, trade names, inventions, copyrights, and trade secrets relating to the design, manufacture, marketing operation or service of the EIC Software and EIC Technology. The use by Licensee of any of these aforementioned property rights is authorized only for the purposes set forth in this License Agreement and upon termination of this License Agreement, for any reason, such authorization will cease.
  - 2.9. Protection. Licensee will do all things reasonably requested by Licensor to protect Licensor's intellectual property rights related to the licensed EIC Technology and/or EIC Software.
  - 2.10. Feedback. Licensee has no obligation to provide the Licensor with any inputs, comments, suggestions, or recommendations regarding the EIC Technology and/or EIC Software ("Feedback"). If the Licensee submits Feedback to the Licensor, the Licensee grants the Licensor a perpetual, irrevocable, exclusive,

worldwide, royalty-free license to use, reproduce, modify, distribute, and create derivative works from the Feedback in any manner, and for any purpose, that Licensor deems appropriate.

### **3. Management Fees**

- 3.1. Licensee shall pay Licensor the management fee(s) set forth in the private offer(s) provided by Licensor and accepted by Licensee.

### **4. Records and Audit.**

- 4.1. Records. Licensee shall keep complete and accurate records of its sales, uses, transfers, and other dispositions of the EIC Technology and/or EIC Software, including any custom Licensee Product, as necessary for the verification of compliance with its obligations hereunder.
- 4.2. Audit. Licensor shall be entitled to audit Licensee's facilities and records in respect of matters arising from this License Agreement; provided that Licensor shall be responsible for its own costs, the audit is conducted at a reasonable time and with reasonable notice to Licensee. The results of all audits will be maintained as confidential and used solely for the purposes of, and as contemplated by, this License Agreement or as otherwise required by law. Upon reasonable request, Licensee shall provide responses to necessary corrective measures determined by the audit observations, in accordance with industry standards, in a timely manner. Licensee shall use its commercially reasonable efforts to implement said measures within a reasonable time frame. Licensee will promptly correct any deficiencies attributable to Licensee discovered as a result of the audit.

### **5. Infringement Claims.**

- 5.1. Enforcement of EIC Technology and Third-Party Infringement Claims. Notwithstanding any other provision in this Agreement, Licensor assumes all responsibility for EIC Technology it provides to Licensee. Despite anything to the contrary contained in Licensor's warranty or elsewhere in this License Agreement, Licensor indemnifies Licensee against, and hold it harmless from, any cost, loss, damage or liability (including reasonable attorney's fees) arising from or related to Licensor's failure of the EIC Technology to fully comply with all applicable laws, standards, codes, specifications and regulations or to be suitable for resale, lease, or other distribution by Licensee as contemplated by this License Agreement as well as third-party intellectual property infringement claims made against EIC Technology.
- 5.2. Notice of Infringement or Third-Party Claims. If either Party believes that any EIC Technology or EIC Software is being infringed or misappropriated by a third party,, the Party possessing such belief or awareness of such claims shall promptly provide written notice to the other Party and provide it with all details of such infringement or claim, as applicable, that are known by such Party.
- 5.3. Recovery and Settlement. If Licensor undertakes the enforcement or defense of the EIC Technology, Licensor may settle any such suit, action, or other proceeding, whether by consent order, settlement, or other voluntary final disposition, without the prior written approval of Licensee.

### **6. Compliance with Laws.**

- 6.1. Regulatory Clearance. Licensee shall, at Licensee's expense, comply with all regulations and safety standards concerning the EIC Technology and/or EIC Software and its use in Licensee Products developed and commercialized by or under the authority of Licensee and obtain all necessary governmental approvals for the development, production, distribution, sale, and use of Licensee Products developed and commercialized by or under the authority of Licensee, including any safety or clinical studies. Licensee shall have responsibility for and provide suitable warning labels, packaging, and instructions as to the use for such Licensee Products.
- 6.2. Export Compliance. Licensee shall not, directly, or indirectly, export or re-export the EIC Technology and/or EIC Software, as well as Licensee Products (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of any applicable laws. Licensee shall include a provision identical in substance to this section 5.2 of the License Agreement in its license agreements with its third party wholesalers, distributors, customers, and end-users requiring that these Persons comply with all applicable laws, including all applicable U.S. export Laws.

---

## 7. Confidentiality.

- 7.1. Confidentiality Obligations. Each party (the "Receiving Party") acknowledges that in connection with this License Agreement it will gain access to Confidential Information of the other Party (the "Disclosing Party"). As a condition to being provided with Confidential Information, the Receiving Party shall: (a) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this License Agreement; and (b) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to this License Agreement, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its representatives who (i) have a need to know the Confidential Information for purposes of the Receiving Party's performance, or exercise of its rights concerning the Confidential Information, under this License Agreement; (ii) have been apprised of this restriction; and (iii) are themselves bound by written non-disclosure agreements at least as restrictive as those set forth in this License Agreement, provided further that the Receiving Party shall be responsible for ensuring its representatives' compliance with, and shall be liable for any breach by its representatives of, this License Agreement. The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.
- 7.2. Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall (a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights; and (b) disclose only the portion of Confidential Information that it is legally required to furnish.
- 7.3. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

## 8. Representations and Warranties.

- 8.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that as of the Effective Date: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has, the full right, power, and authority to enter into this License Agreement and to perform its obligations hereunder; (c) the execution of this License Agreement by its representative whose signature is set forth herein has been duly authorized by all necessary action of the Party; and (d) when executed and delivered by such Party, this License Agreement shall constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.
- 8.2. Disclaimer of Licensor Representations and Warranties. Licensor does not represent or warrant: (a) that Licensee will successfully manufacture, utilize, or implement Licensee Products using or based on the EIC Software, EIC Technology, and/or Open Source Software; (b) that the EIC Software, EIC Technology, and/or Open Source Software will meet the requirements of Licensee or Licensee's distributors, dealers, or remarketers, or any of Licensee's customers; or (c) that the EIC Software, EIC Technology, Open Source Software, or Licensee Products do not infringe any third party patents or any other intellectual property right. THE EIC SOFTWARE, EIC TECHNOLOGY, AND ANY OPEN SOURCE CODE AND/OR SOFTWARE, ARE PROVIDED "AS IS," AND LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY SUCH MATERIALS. LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE EIC SOFTWARE, EIC TECHNOLOGY, OR OPEN SOURCE CODE AND/OR SOFTWARE WILL MEET LICENSEE'S OR ITS END-USERS REQUIREMENTS, THAT THE OPERATION OF THE EIC SOFTWARE, EIC TECHNOLOGY, OR OPEN SOURCE CODE AND/OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE EIC SOFTWARE, EIC TECHNOLOGY, OR OPEN SOURCE CODE AND/OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, LICENSOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING USE OR THE RESULTS OF THE USE OF THE EIC SOFTWARE, EIC TECHNOLOGY, OR OPEN SOURCE CODE AND/OR SOFTWARE IN TERMS OF



CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. LICENSOR DISCLAIMS ANY WARRANTY RELATING TO INFRINGEMENT OF PATENTS OWNED BY OTHERS. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A LICENSED PRODUCT; (B) THE USE OF OR ANY ERRORS OF OMISSIONS IN ANY TECHNOLOGY, TECHNICAL INFORMATION, TECHNIQUES, OR PRACTICES DISCLOSED BY LICENSOR; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING. LICENSEE ASSUMES RESPONSIBILITY FOR AVOIDING INFRINGEMENT OF PATENTS AND/OR ANY INTELLECTUAL PROPERTY RIGHTS OWNED BY OTHERS APPLICABLE TO EIC SOFTWARE, EIC TECHNOLOGY, DERIVATIVE TECHNOLOGY, OPEN SOURCE CODE AND/OR SOFTWARE, AND LICENSED PRODUCTS.

- 8.3. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION), INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES HOWEVER CAUSED AND WHETHER ARISING OUT OF ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS LICENSE AGREEMENT) ARISING IN ANY WAY FROM THE USE OF EIC SOFTWARE, EIC TECHNOLOGY, AND ANY OPEN SOURCE CODE AND/OR SOFTWARE, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. LICENSOR'S CUMULATIVE LIABILITY TO LICENSEE OR ANY OTHER PERSON FOR ANY CLAIMS HEREUNDER WILL NOT EXCEED THE REMUNERATION PAID BY LICENSEE FOR THE WORK PURSUANT TO THE SOW FOR THE LICENSED TECHNOLOGY GIVING RISE TO THE CLAIM.
- 8.4. Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor, and each of Licensor's respective officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) Licensee's breach of any representation, warranty, covenant, or obligation under this License Agreement, (b) use by Licensee of the EIC Technology, EIC Software, and/or Licensee Product, (c) any use, sale, transfer, or other disposition by Licensee of Licensee Products or any other products made by use of the EIC Technology or EIC Software, or (d) the use of the Open Source Software and/or Code, either on its own or as incorporated in the EIC Technology, EIC Software, and/or Licensee Product (each an "Action"). Licensor shall promptly notify Licensee in writing of any Action and cooperate with Licensee at Licensee's sole cost and expense. Licensee shall immediately take control of the defense and investigation of the Action and shall employ counsel of its choice to handle and defend the Action, at Licensee's sole cost and expense. Licensee shall not settle any Action in a manner that adversely affects the rights of Licensor or its affiliates without Licensor's or its affiliates' prior written consent, which consent shall not be unreasonably withheld or delayed. Licensor's or its affiliates' failure to perform any obligations under this section shall not relieve Licensee of its obligation except to the extent that Licensee can demonstrate that it has been materially prejudiced as a result of the failure. Licensor and its affiliates may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Licensor shall not be entitled to indemnification hereunder to the extent that the act or omission for which indemnification is claimed arises out of the Licensor's gross negligence or willful misconduct.

## 9. Term and Termination.

- 9.1. Term. This License Agreement shall commence on the Effective Date and remain in force concurrently with the SOW, unless terminated earlier in accordance with this Section 8 ("Licensor Technology Term").
- 9.2. Termination. Licensor shall have the right to terminate this License Agreement immediately by giving written notice to Licensee if: (a) Licensee breaches this License Agreement and, if such breach is curable, fails to cure such breach within ten (10) days of Licensor's written notice of such breach; or (b) Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 9.3. Effect of Termination. In the event this Agreement expires or is terminated, Licensee's rights under this Agreement shall be terminated; provided, however, that any end-user's right to use Derivative Technology previously licensed to it by Licensee shall survive according to the terms of such end-user's license. Upon the expiration or termination of this Agreement, Licensee shall: (a) immediately cease all activities concerning, including all practice and use of, the EIC Technology and/or EIC Software; and (b) within fifteen (15) days after termination or expiration: (i) return to Licensor all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information; (ii) permanently erase such Confidential Information from its computer systems; and (iii) certify in writing to Licensor that it has complied with the requirements of this Section.
- 9.4. Survival. Any right, obligation, or required performance of the parties in this License Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this License Agreement, shall survive any such termination or expiration.

## 10. Miscellaneous.

- 10.1. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this License Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 10.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) shall be in writing and shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notice to Licensor shall be provided to eInfochips Inc., c/o Arrow Electronics, Inc., 9151 E. Panorama Circle, Attn: Legal, Centennial, CO 80112, with email correspondence provided to [ContractsNA@arrow.com](mailto:ContractsNA@arrow.com). Notice to Licensee shall be provided to the last known address provided to Licensor.
- 10.3. Governing Law; Dispute Resolution. This License Agreement will in all respects be governed by and construed in accordance with the laws of the State of New York, excluding that body of laws known as conflict of laws. Prior to either party filing a court action, the Parties agree to review the issues surrounding a dispute in good faith to negotiate a resolution. In the event a resolution cannot be found within thirty (30) days of notice of the dispute, either Party may file in an appropriate court of law, as defined in this License Agreement. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this License Agreement; this waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise. The prevailing Party in any legal action or proceeding to enforce

this License Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys' fees, and related costs and disbursements, incurred in connection with such proceeding or the enforcement of this License Agreement. The application of the UN Convention on Contracts for the International Sale of Goods dated January 1, 1988 (UNCISG) BGBI 96/1988 and all its relevant and valid amendments shall expressly be excluded.

- 10.4. Equitable Relief. Each Party acknowledges that a breach by the other party of this License Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party shall be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this License Agreement at law or in equity, subject to any express exclusions or limitations in this License Agreement to the contrary.
- 10.5. Interpretation. For purposes of this License Agreement: (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this License Agreement as a whole. This License Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this License Agreement are for reference only and shall not affect the interpretation of this License Agreement.
- 10.6. Assignment. Licensee may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this License Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this License Agreement. Any purported assignment, delegation, or transfer in violation of this section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this License Agreement without Licensee's consent. This License Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 10.7. No Third Party Beneficiaries. This License Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this License Agreement.
- 10.8. Amendment; Modification; Waiver. This License Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this License Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this License Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 10.9. Entire Agreement; Severability. This Agreement, including any SOW that references the use of Licensor Technology that has been executed by the Parties, represents the entire agreement between the Parties concerning the subject matter hereof, and no amendment or modification of any of the terms or conditions of this Agreement or a SOW shall be valid unless reduced to writing and executed by both Licensor and Licensee. This Agreement supersedes all proposals or quotations, oral or written, and all negotiations, conversations, or discussions between or among the Parties relating to the subject matter of this Agreement. Publisher reserves all rights not expressly granted in this Agreement. The Parties expressly acknowledge that they have read and understand the terms of this Agreement. If any term or provision of this License Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this License Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon



a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this License Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 10.10. Counterparts. This License Agreement may be signed in counterparts, all of which upon execution and delivery will be considered an original and together will constitute one License Agreement. Electronic signatures or scanned copies of this License Agreement will legally bind the Parties to the same extent as ink signatures or original documents.