

LICENSE AGREEMENT FOR OPERATING SYSTEM

The user (hereafter referred to as the "Licensee") and Nuvoton Technology Corporation Japan (hereafter referred to as the "Licensor") do hereby agree to the following terms and conditions concerning the software and the accompanying manuals which are provided together with this License Agreement For Operating System (hereafter referred to as the "Agreement").

Article 1 Definition

The terms used in this Agreement are defined as follows.

- (1) "Affiliate" means company or other legal entity which: (a) is controlled by a party to this Agreement; (b) controls a party to this Agreement; or (c) is under common control with a party to this Agreement. For the purpose of this definition, "control" means that more than fifty percent (50%) of the shares or ownership interest representing the voting right for the election of directors or persons performing similar functions for such a corporation, company or entity are owned or controlled, directly or indirectly, by the controlling entity. Such corporation, company or entity shall be deemed to be an Affiliate so long as such ownership or control exists.
- (2) "Derivative Work" means the modified Licensed Source Code created by Licensee in accordance with Article 2 (1) a).
- (3) "Developed Software" means the software developed by the Licensee using the Licensed Software.
- (4) "Developed System" means the Licensee's product which contains the Integrated Program and the LSI(s) manufactured by the Licensor.
- (5) "Integrated Program" means the program which consists of the Licensed Object Code and/or Object Derivative Work, and the Developed Software.
- (6) "Licensed Software" means the operating system software and the accompanying manuals ("Manuals") which are provided by the Licensor under this Agreement. The foregoing operating system software consists of the object code program (hereafter referred to as the "Licensed Object Code") and the source code program (hereafter referred to as the "Licensed Source Code").
- (7) "Object Derivative Work" means the object code form of Derivative Work created by compiling the Derivative Work.

Article 2 License Grants

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- b) to copy, and have copied by its Affiliates the Licensed Object Code and/or Object Derivative Work solely for the purpose of mass production of Development System.
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- (2) Licensee shall cause its Affiliates to comply with the terms and conditions of this Agreement and Licensee shall be responsible for any breach of the terms of this Agreement by its Affiliates.

Article 3 Limitations

- (1) The Licensee shall not print, copy, modify, or distribute in whole or in part, the Licensed Software and Derivative Work except otherwise expressly permitted herein.
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- (3) The Licensee shall not assign this Agreement, or any rights or obligation hereunder, and any attempt of assignment by the Licensee shall be null and void. Further, the Licensee shall not have the right to grant sublicenses to any third party under this Agreement..
- (4) The Licensee shall not remove or obscure, but shall retain in the Licensed Software and the Derivative Work, the copyright identifications that appears on the Licensed Software.

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Any and all intellectual property rights, including but not limited to, copyrights in and to the Licensed Software, shall be owned by the Licensor. Nothing contained in this Agreement shall constitute the transfer of intellectual property rights in and to the Licensed Software, in whole or in part to the Licensee. In the exploitation of a Derivative Work of the Licensed Software created by the Licensee under this Agreement, the Licensor shall, have the same rights as those the Licensee has under applicable copyright law.

Article 5 Disclaimer of Warranty/Indemnification

- (1) The Licensor shall not be liable to the Licensee for any damage, demand, loss, expense liability or cost, either directly or indirectly, arising out of the use of the Licensed Software.
- (2) Within one (1) year from the Licensee's receipt of the Licensed Software, in the event that the Licensee finds any defect in the Licensed Software by which the Licensed Software shall not perform the substantial functions in accordance with the Manuals ("Defect"), the Licensor, at the sole discretion of the Licensor, shall modify and/or replace the Licensed Software to correct Defect, provided that: (i) the Licensee shall inform in writing the Licensor of a defect within the above period; and (ii) Licensor, at its sole discretion, confirms such alleged defect as a Defect. This Article 5 sets forth Licensor's sole and exclusive remedy for any defects of Licensed Software.
- (3) Notwithstanding the foregoing, the Article 5(2) above shall not apply in the event that the

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 - b) the Developed Software and/or any software other than those provided by the Licensor: or,
 - c) any use of the Licensed Software other than the use on the Developed System; or,
 - d) the Licensee's breach of this Agreement..
- (4) The Licensor makes no warranty, express or implied, to the Licensee with respect to the Licensed Software except as set forth in Article 5(2) above. All of the Licensed Software delivered by the Licensor hereunder is provided on a "as is" basis. The Licensee disclaims any and all further warranties, express or implied, concerning the Licensed Software, further and disclaims in their entirety any and all implied warranties of merchantability and/or fitness for any particular purpose.
 - (5) The Licensor does not warrant that all defects are corrected by the modification or replacement made by the Licensor under the Article 5(2) above.
 - (6) In no event shall total, cumulative liability of the Licensor whether in contract (including any provisions of this Agreement), tort, or otherwise exceed the amount paid by the Licensee to the Licensor in consideration of the supply of this package.

Article 6 Confidentiality

- (1) Except otherwise provided herein, any and all the Licensed Software, including but not limited to the Licensed Source Code and the Licensed Object Code, and any information learned by the Licensee from the Licensor's employees, agents or through inspection of the Licensee's property, that relates to the Licensed Software, the existence and the terms and conditions of this Agreement, (hereinafter called the "Confidential Information") shall be treated by the Licensee in strict confidence and shall not be used by the Licensee for any purposes other than the use of this Licensed Software under this Agreement.
- (2) A Licensee may disclose the Confidential Information only to its own director, employee or a third party under the control of the Licensee, each of whom has an absolute need to know the Confidential Information for the purpose of using the Licensed Software under this Agreement; provided, that the Licensee shall cause such director, employee or third party to comply with the confidentiality obligations not less restrictive than those set forth in this Agreement and any failure to comply with such obligation by such director, employee, or third party shall be considered as the Licensee's breach of this Agreement.

Article 7 Term and Termination

- (1) This Agreement shall be effective unless terminated in accordance with the Article 7(2) below.
- (2) If the Licensee fails to comply with any terms and conditions of this Agreement, the Licensor shall have the right to terminate this Agreement at any time.
- (3) In the event that the Agreement is terminated in accordance with the Article 7(2) above, the licenses and all other rights granted hereunder to the Licensee shall immediately

cease and the Licensee shall destroy the Licensed Software and all the reproductions thereof.

- (4) In no event shall any amount paid by the Licensee to the Licensor in relation to or in connection with the Agreement be reimbursed to the Licensee.

Article 8 Export Control

The Licensee agrees not to export or re-export to any country the Licensed Software in any form without the appropriate export license under regulations of the country where the Licensee resides, if necessary.

Article 9 Governing law/Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the law of Japan, without regard to conflicts of law rules. All disputes, controversies, claims or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, or for the breach thereof, shall be determined exclusively by courts having jurisdiction over the place in which the business office of the Licensor is situated.

Apr 15, 2021