SOFTWARE LICENSE AGREEMENT

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The terms used in the Agreement are defined as follows.

(1) The term "Software" refers to the computer programs and the manuals, both of which are provided to Licensee by the Licensor with this Software License Agreement. The Software shall not include the computer programs and the manuals for programming microcomputer manufactured by Nuvoton Technology Corporation Japan with embedded non-volatile memory and/or non-volatile memory. The Software may be updated from time to time at Licensor's sole discretion.

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(2) Licensee shall notify Licensor of any defect or deficiency in quantity within thirty (30) business days from the Receiving Day. Elapse of such thirty (30)-day period shall be deemed a waiver of any claim arising out of such defect or deficiency in quantity, including but not limited to, termination of this Agreement and/or compensation for damages.

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(5) The Licensor does not warrant that all defects are corrected by the modification or replacement made by the Licensor under the Article 7(3) above.

(6) Licensee hereby acknowledges that the instruction sets simulator function is, if incorporated in this Software, in conformance to an operation specification described in the manual of the microcomputer only. Licensor makes no warranty, inter alia, that such function conforms to actual operation of the microcomputer.   Licensor shall not be liable for any and all damages arising out of or in connection with Licensee's use of such function.   In no event shall the Licensee have any right to claim termination of this Agreement or compensation for damages.

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Article 8   Limitations of Licensor's Liability

In no event shall licensor be liable for any direct, indirect, special, consequential, incidental or punitive damages of any kind (including, without limitation, loss of profit or data) whether or not advised of the possibility of such loss, however caused, whtether for breach or repudiation of contract, breach of warranty, negligence, or otherwise.

Article 9   Confidentiality
(1) Except otherwise provided herein, any and all the Software 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 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 Software under this Agreement.
(2) 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 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 10   Responsibilities and duties of the Licensee
In the event that the Licensee shall have this Software Used by third party contractors in accordance with the Article 3(3), the Licensee shall comply with the following obligations.
(1) Licensee shall prohibit such third party contractors reverse assembling or reverse compiling this Software.
(2) The Licensee shall, upon Licensor's request, make such third party contractors' name and address available to the Licensor.
(3) The Licensee shall be liable for, and indemnify and hold Licensor harmless from, any and all of such third party contractors' claims arising out of or in relation to the Software.
(4) In the event that any of the rights of the Licensor in and to the Software have been violated by such third party contractors, the Licensee shall bear the full responsibility therefor as if such violations had been made by the Licensee itself.

Article 11   Export Control
The Licensee agrees not to export or re-export to any country the Software in any form without the appropriate export license under regulations of the country where the Licensee resides, if any.

Article 12   Term and Termination
(1) This Agreement shall become effective upon the Licensee's receipt of this Software, and shall remain in force unless terminated in accordance with the Article 12. The Licensee may terminate this Agreement at any time by notifying the Licensor in writing of its intention to terminate this Agreement. In the event that the Licensee fails to comply with any of the terms and conditions of this Agreement, the Licensor shall have the right to terminate this Agreement at any time.
(2) In the event that the Agreement terminated in accordance with the subsection 1 of this Article 12 above, the licenses and all other rights granted hereunder to the Licensee shall immediately cease and the Licensee shall destroy the Software and all the copies thereof, if any.
(3) 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 13   Survival Clause
Confidentiality Obligations set forth in Article 9 shall remain in force even after the termination of this Agreement.

Article 14   Governing laws

This Agreement shall be governed by, and construed in accordance with, the laws of Japan, without regard to conflicts of law rules. All disputes, controversies, claims or differences which may arise between the Licensor and Licensee, 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 where the business office of the Licensor is situated.

Article 15   Good Faith Discussion

The Licensee and the Licensor agree to cooperate and discuss in good faith to resolve any issues arising out of or in connection with the interpretation of this Agreement.

September 30, 2022