

SOFTWARE LICENSE AGREEMENT

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 computer programs and the manuals for programming microcomputer manufactured by Nuvoton Technology Corporation Japan with embedded non-volatile memory and/or non-volatile memory, both of which are provided together with this Software License Agreement (hereafter referred to as the "Agreement").

Article 1 Definitions

The terms used in the Agreement are defined as follows.

- (1) The term "Software" refers to 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, both of which are provided to Licensee by the Licensor with this Software License Agreement. The Software may be updated from time to time at Licensor's sole discretion.
- (2) The term "Use" (both in noun and verb) refers to the running of the computer programs provided by the Licensor in a machine-readable format on any computer owned or controlled by licensee (hereafter referred to as the "Designated Device") for the purposes of the Licensee's business as well as to the referring to the manuals provided by the Licensor therefor.

Article 2 License Grant

The Licensor grants the Licensee the license to Use this Software on a non-exclusive basis (hereinafter referred to as the "License"). The License shall become effective from the day when: (i) Licensee downloads the Software from website of the Licensor; or (ii) Licensee receives the debugging unit to connect with the Designated Device, if Licensor provides such unit (collectively hereinafter referred to as the "Receiving Day").

Article 3 Use of the Software

- (1) The Licensee may use the computer programs of this Software on any computer owned or controlled by licensee.
- (2) The Licensee shall register on the Licensor's website (or other media announced by the Licensor) at least one representative.
- (3) The Licensee may have this Software installed and used by Licensee's employees or third party contractors; provided, and further the Licensee shall cause its employees and third party contractors to comply with any and all of the obligations set forth in this the Agreement.
- (4) The Licensee can make copies of this Software for any purpose for the Use set forth in this Article 3(1), (2) and (3).
- (5) The Licensee shall not reverse assemble or reverse compile this Software.

Article 4 Intellectual Property Rights

Any and all of the intellectual property rights, including but not limited to, patent rights, copyrights and/or trade secrets, in or to this Software shall be owned by the Licensor. Nothing contained in this Agreement shall constitute the transfer of the intellectual property rights, in whole or in part, to the Licensee.

Article 5 Copyright Notice

The Licensee shall not remove or obscure the copyright identifications that appear on the Software. In the event that the Software has been copied in accordance with the Article 3(4), Licensee shall attach such copyright identifications to the copy of the Software.

Article 6 Changes, Alterations and/or Modifications

The Licensee shall not copy, change, alter or modify this Software except otherwise expressly permitted herein.

Article 7 Limited Warranty

- (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 Software.
- (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.
- (3) Within twelve (12) months from the Receiving Day, in the event that the Licensee finds any defect in the Software by which the Software shall not perform the substantial functions, the Licensor shall modify and/or replace the Software to correct such defect or provide technical information for avoiding such defect, provided that: (i) the Licensee shall inform in writing the Licensor of such defect within the above period; and, (ii) such defect is, at the sole discretion of the Licensor, deemed a latent defect which the reasonable person could not discover by way of regular inspection methods. In no event shall the existence of such defect be construed as the cause for termination of this Agreement nor the cause for the compensation for damages.
- (4) 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.
- (5) Licensor acknowledges that under certain condition Licensee can program by using the non-volatile memory programming function on the Software. However Licensor makes no warranty, inter alia, that commercial products developed by use of such function work properly. 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.

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, whether 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