MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT ("*Agreement*") is entered into as of the last signature date below (the "*Effective Date*"), between **WIND RIVER SYSTEMS, INC. ("*Wind River*")**, and the entity identified in the signature block below ("*Customer*"). Wind River and Customer are also referred to herein collectively as the "*Parties*", and each as a "*Party*".

The Parties agree as follows:

1. DEFINITIONS.

1.1 *"Confidential Information"* means: (a) the Software Source Code and keys; (b) the technology, ideas, know how, documentation, processes, algorithms, and trade secrets embodied in the Software; (c) Wind River's product performance (including benchmarking information) and pricing; and (d) any other information, whether disclosed orally or in writing that: (i) is identified as "confidential," "proprietary" or with a similar legend at the time of such disclosure, and, if disclosed orally, is confirmed in writing as confidential within thirty (30) days of the date of initial disclosure, or (ii) should reasonably be understood to be confidential given the nature and circumstances of the disclosure.

1.2 *"End User"* means any entity to which Customer provides a Target Application for such entity's own use or further distribution, pursuant to an End User License Agreement.

1.3 *"End User License Agreement"* or **"*EULA*"** means a written license agreement in a commercially reasonable form containing the terms specified in Section 3.2 (End User License Agreements), pursuant to which Customer may sublicense to End Users those Run-Time Module(s) that are incorporated into a Target Application.

1.4 *"Exhibit"* means an attachment to this Agreement that the Parties may elect to simultaneously or separately execute from time to time.

1.5 *"License Term"* means the license term set forth in the applicable Exhibit or Quote, or one (1) year if not otherwise specified.

1.6 *"License Quarter"* means each three (3) month period during the applicable License Term.

1.7 *"Mandatory Open Source License"* mean the GNU General Public License, the GNU Lesser General Public License, and other substantially similar open source licenses that preclude the imposition of further restrictions on copying, modifying or redistributing materials subject to their terms.

1.8 *"Modifications"* mean, without limitation: (a) all adaptations, modifications, improvements, enhancements, revisions or interface elements created from the Software, and (b) any "derivative" work of the Software as defined in U.S. Copyright Law, 17 U.S.C. §101 et seq.

1.9 *"Object Code"* means computer programming code in a form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

1.10 *"Quote"* means the Wind River final sales quote detailing Wind River's offer to license software and Support to Customer under the terms of this Agreement.

1.11 *"Run-Time Module"* means components of the Software solely in Object Code to be incorporated into or integrated with a Target Application as inseparably embedded code.

1.12 *"Software"* means (a) the computer programming code (whether in Object Code or Source Code format) as detailed in an Exhibit or Quote and accompanying documentation, which are provided by Wind River under this Agreement, (b) any Patches, Updates, and Upgrades thereto (as defined under the Support and Maintenance Agreement), and (c) all Modifications thereto made by Wind River and delivered to Customer or made by or on behalf of Customer in accordance with this Agreement. The term "Software" does not include code subject to a Mandatory Open Source License.

1.13 *"Source Code"* means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

1.14 *"Support"* means the annual support and maintenance services specified in an Exhibit or Quote to be provided by Wind River in accordance with Section 10 (Support).

1.15 *"Target Application"* means an item, device or system developed by or for Customer that contains a Run-Time Module or other Wind River provided software, and does not contain any Software development functionality.

1.16 **"Third Party Software"** means those portions of the Software, if any, which are licensed under a third party or open source license, including but not limited to any open source license listed on the Open Source Initiative website (http://www.opensource.org).

1.17 **"User"** means a Customer employee, Authorized Contractor or independent contractor who will use the Software on behalf of Customer, has been informed of the terms of this Agreement, and has signed a confidentiality agreement with Customer in which such User agrees to protect third party confidential information with terms no less stringent than those set forth herein. For the avoidance of doubt, a User will be deemed to have used the Software if such User has accessed or used any portion of the Software, including without limitation, to: (a) develop Customer applications, API code, or Target Application; (b) compile any code; (c) port or link (whether statically or dynamically) any code to the Software; or (d) other similar engineering activity or result.

2. LICENSE GRANTS.

2.1 **Development License.** Subject to Customer's compliance with the terms and conditions of this Agreement and any Exhibit or Quote, and payment of the applicable fees, Wind River grants to Customer, during the License Term, a restricted, personal, non-transferable, non-exclusive, internal-use license: (a) to reproduce and use the Software, solely for the number of licensed concurrent Users; (b) to reproduce up to ten (10) copies of the Run-Time Module per User, solely in Object Code, for internal testing and development purposes by Customer; and (c) if Customer has licensed Software Source Code, to modify the Software Source Code, solely to the extent necessary to support the development of a Target Application, and to compile the Software Source Code, including any Modifications thereof, into Object Code.

2.2 **Production License**. Subject to Customer's compliance with the terms and conditions of this Agreement and any Exhibit or Quote, and payment of the applicable fees, Wind River grants Customer, during the License Term, a non-exclusive, non-transferable, fee-bearing license: (a) to reproduce the number of copies of the Run-Time Modules authorized in such Exhibit or Quote; and (b) to distribute such copies of the Run-Time Modules to End Users worldwide solely as inseparably embedded content in the Target Application, subject to a EULA. Customer will attach a unique identifier, such as a character in the part number, to all products or parts containing Run-Time Module copies, to enable Customer to readily identify each Run-Time Module copy embedded in each Target Application ("**Unique Identifier**").

2.3 **Third Party Software**. Additional terms may apply to Third Party Software, which terms are set forth in the Software Source Code, or the third party notice file(s) that accompany the Software; and Customer hereby agrees to comply with such terms.

2.4 **Mandatory Open Source License**. Notwithstanding anything in this Agreement to the contrary, the rights and obligations of Customer with respect to copying, modifying and distributing any software provided by Wind River under the terms of a Mandatory Open Source License, shall be as set forth in the applicable Mandatory Open Source License, as specified in the Source Code, notices, and accompanying product documentation.

2.5 **No Other Licenses**. Wind River grants Customer only those rights expressly set forth above, and all other rights, whether express or implied, are reserved for Wind River and its licensors.

3. CONDITIONS.

3.1 **General**. Except as expressly permitted by this Agreement, Customer will not, and will not allow any third party to: (a) translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or attempt to derive the Source Code of any Software Object Code provided to Customer; (b) reproduce, sublicense, rent, lease, loan, timeshare, sell, distribute, disclose, publish, assign or transfer any rights, grant a security interest in, transfer possession of the Software, or electronically transfer the Software from one computer to another except over Customer's secure VPN or equivalent secure internal network server; (c) modify, distribute or otherwise use the Software in any manner that causes any portion of the Software that is not already subject to an open source license to become subject to the terms of any open source license; (d) list or quote a Run-Time Module as a separately priced item or option; (e) configure a Run-Time Module so that it will operate apart from the Target Application; or (f) alter or remove any of Wind River's or its licensors' copyright or proprietary rights notices or legends appearing on or in the Wind River software.

3.2 **End User License Agreements**. Customer will ensure that each distributed Run-Time Module will be accompanied by a localized EULA. The EULA will prohibit the End User from: (a) copying the Run-Time Module, except for archive purposes consistent with the End User's archive procedures; (b) transferring the Run-Time Module to a third party apart from the Target Application; (c) modifying, decompiling, disassembling, reverse engineering or otherwise attempting to derive the Source Code of the Run-Time Module; (d) exporting the Run-Time Module or underlying technology in contravention of applicable U.S. and foreign export laws and regulations; and (e) using the Run-Time Module other than in connection with operation of the Target Application. In addition, the EULA will: (i) state that the Run-Time Module is licensed, not sold, and that Customer and its licensors retain ownership of all copies of the Run-Time Module; (ii) expressly disclaim, on behalf of Wind River, all implied warranties, including without limitation the implied warranties of

merchantability, fitness for a particular purpose, title and non-infringement; (iii) exclude all liability of Wind River for any special, indirect, punitive, incidental and consequential damages; (iv) require that any further distribution of the Run-Time Module be subject to the same restrictions set forth herein; and (v) provide that with respect to the Run-Time Module, Wind River and its licensors are third party beneficiaries of the EULA and that the provisions related to the Run-Time Module are made expressly for the benefit of, and are enforceable by, Wind River and its licensors.

3.3   Authorized Contractors. Subject to Customer's compliance with the terms and conditions of this Agreement and applicable Exhibit, Wind River grants Customer the right to authorize a subcontractor ("***Authorized Contractor***") (i) with Wind River's prior written consent, to exercise Customer's rights under Section 2.1 (Development License) on Customer's behalf (the "***Development Purpose***"), and/or (ii) to exercise Customer's rights under Section 2.2 (Production License), to manufacture the Target Application on Customer's behalf (the "***Production Purpose***"). The Authorized Contractor will acquire no rights in the Software other than those expressly provided in this Section. Customer and Authorized Contractor will have a written agreement governing Authorized Contractor's use of the Software, on terms at least as protective of the Software as the terms of this Agreement, including without limitation, that the Authorized Contractor shall: (a) use the Software solely for the Development Purpose or Production Purpose, as applicable; (b) treat the Software as Confidential Information pursuant to the terms of Section 5 (Confidential Information); (c) assign any and all rights in and to the Software and Modifications to Wind River; and (d) be subject to an audit by Wind River substantially similar to Section 8.5 (Customer Compliance). Any breach by Authorized Contractor of its obligations under such agreement with respect to the Software will also constitute a breach by Customer of this Agreement. Wind River will be specified as a third party beneficiary of such agreement between Authorized Contractor and Customer.

3.4   Access to Software Source Code. Customer will use its best efforts to protect the Software Source Code from unauthorized access, reproduction, disclosure or use, and only authorized Users may have access to the Software Source Code for use in accordance with the applicable Agreement terms. Customer will notify Wind River immediately if Customer becomes aware of any unauthorized use or disclosure of the Software Source Code, and will give full cooperation, at its own expense, to minimize the effects of such unauthorized use or disclosure. CUSTOMER'S LICENSE WILL AUTOMATICALLY TERMINATE UPON THE UNAUTHORIZED TRANSFER OF ANY COPY OF THE SOFTWARE SOURCE CODE TO ANOTHER PARTY.

3.5   Feedback; Benchmarking. Customer may disclose any opinions, observations, comments, criticisms, and suggested improvements, whether in written or oral form ("Feedback") from its use of the Software only to Wind River. Should Customer provide Wind River with Feedback, Wind River will have the right to use such Feedback and related information in any manner it deems appropriate without any accounting to Customer. Except with Wind River's prior written consent in each instance, Customer will not, and will not allow or assist any other party to, disclose to any other party: (i) Feedback, or (ii) the result of any benchmark test, or other information regarding the features, functions or performance characteristics of the Software with any other product of Customer or any third party (the information in (ii), collectively, "Benchmarking Data"). Additionally, Customer is prohibited from using the Software, Feedback or Benchmarking Data for the purposes of developing, or assisting another party to develop, any products or services that compete with the Software or services ordered by Customer under this Agreement.

4.   OWNERSHIP. Customer is not obligated to disclose to Wind River any Modifications. Nevertheless, Wind River and its licensors will exclusively own all worldwide rights, title and interest, in and to the Software, and all Intellectual Property Rights therein, and Customer hereby assigns to Wind River all such Intellectual Property Rights it may have or obtain in and to the Software. *"**Intellectual Property Rights**"* means all copyrights, trade secrets, trademarks, patents, mask works and other intellectual property rights recognized in any jurisdiction worldwide. Customer must retain and copy all copyright legends, trademarks, trade names, and other legends on any copies or Modifications of the Software. In addition, if Customer provides to Wind River its opinions, observations, comments, criticisms, and suggested improvements related to the Wind River software ("***Feedback***"), whether in written or oral form, Wind River will have the right to use such Feedback and related information in any manner it deems appropriate.

5.   CONFIDENTIAL INFORMATION. Customer will not use or disclose any Confidential Information, except as expressly authorized by this Agreement, and will protect all such Confidential Information using the same degree of care that Customer uses with respect to its own proprietary information, but in no event less than reasonable care. If Confidential Information must be disclosed to a third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of Customer , Customer will: (a) assert the confidential nature of the information in the action or proceeding; (b) promptly notify Wind River of the order or request within, wherever possible, at least 15 business days in advance of the disclosure; and (c) permit Wind River (at its own expense) to seek an appropriate protective order or other confidentiality protections, cooperating with any reasonable requests relating to confidentiality from Wind River in the process. Customer will not be liable for the disclosure of any Confidential Information which Customer reasonably demonstrates is: (i) published or otherwise available to the public other than by breach of this Agreement by Customer; (ii) rightfully received by Customer from a third party without confidentiality limitations; (iii) independently developed by Customer as evidenced by appropriate records; (iv) known to Customer prior to its first receipt from Wind River as evidenced by appropriate records; (v) hereinafter disclosed by Wind River to a third party without restriction on disclosure; or (vi) approved for public release by written authorization of Wind River.

6. TERM AND TERMINATION.

6.1 **Term**. The term of this Agreement will commence upon the Effective Date and continue until terminated as set forth herein. The term for Customer's license to the Software will be the License Term.

6.2 **Renewal of Licenses**. Prior to the expiration of the then-current License Term, and subject to payment by Customer of the applicable license fees, the Parties may mutually agree to renew a license. Unless renewed, such license will terminate on the last day of the then-current License Term.

6.3 **Termination**. Either Party may terminate this Agreement immediately upon notice for a material breach of the other Party that, if curable, remains uncured for thirty (30) days following a notice of breach. Either Party may terminate this Agreement upon ten (10) days written notice to the other upon expiration or termination of all Software licenses under this Agreement.

6.4 **Consequences of Expiration or Termination.** Upon expiration of a License Term or termination of this Agreement, Customer will: (a) stop using the Software for any purpose; (b) immediately destroy or return to Wind River all Software, Run-Time Modules, Wind River Confidential Information and other material belonging to Wind River or its licensors then in Customer's possession; and (c) cease the reproduction and distribution of Run-Time Modules except as provided below. Customer will promptly certify to Wind River in writing that Customer has completed these actions. Subject to Customer's continued compliance with this Agreement, Customer may retain one (1) copy of each Run-Time Module to support existing End Users in accordance with the terms of this Agreement; provided that Customer is then current with payments due to Wind River. If Customer terminates this Agreement for Wind River's material breach, Customer will have the right to distribute, for sixty (60) days from the date of termination, any Target Applications that were in Customer's inventory as of the effective date of the termination, provided that such distributions are otherwise in compliance with the terms of this Agreement. These remedies will be cumulative and in addition to any other remedies available to Wind River. All Sections except Sections 2, 3.3, 7 and 9.1 will survive expiration or termination of this Agreement.

7. **KEYS AND ACCESS.** Where applicable, Wind River will provide Customer with any keys necessary to access the licensed Software. Customer will make the keys available solely to authorized Users. The Software may contain license management technology that causes the Software to cease operating upon expiration or termination of the license. Customer will not circumvent the license management technology, or any other security devices, access logs, or other protective measures provided with the Software or permit or assist any User or any third party to do the same. The license management technology and any other protective measures in the Software are included solely for administrative convenience, and are not licensed to Customer. Customer will follow the recommended installation procedures for each Software product licensed under this Agreement.

8. **DELIVERY, PAYMENT, TAXES AND RECORDS.**

8.1 **Delivery and Payment Terms**.

  8.1.1   Customer will receive software provided under this Agreement via electronic download ("*ESD*"). The Wind River software and Support will be deemed irrevocably accepted when made available to Customer, or, if electronic delivery is not possible, upon shipment.

  8.1.2   Customer will pay Wind River the fees set forth in the applicable Exhibit or Quote. Wind River will invoice Customer upon receipt of Customer's approved purchase order. Payment terms herein are subject to prior credit approval by Wind River. Customer will pay all invoices within thirty (30) days of the date of such invoice in U.S. Dollars, unless otherwise set forth in an Exhibit or Quote, or, for Production License fees not pre-paid to Wind River, within thirty (30) days following the end of each License Quarter (accompanied by the quarterly Production License Report pursuant to Section 8.4.2). Interest on late payments will accrue at the rate of one percent (1%) per month or partial month, or, if lower, the highest rate permitted by law. Customer is responsible for reasonable costs associated with collection of overdue amounts, including without limitation, reasonable attorneys' fees and court costs. Failure to pay any invoice in the manner described in this Section may, at Wind River's discretion, be deemed a material breach of this Agreement.

  8.1.3   If the Wind River software or Support are obtained through an authorized Wind River distributor, Customer will be invoiced directly by such distributor (and not Wind River), and Customer will pay the distributor the applicable fees in accordance with the payment terms agreed to between Customer and the distributor.

8.2 **Purchase Orders and Other Customer Documents**. Upon execution of an Exhibit, renewal of the licenses, or purchase of additional licenses or Support under this Agreement, Customer will submit to Wind River a purchase order in the amount specified in the corresponding Exhibit or Quote. Any additional or different terms and conditions included or referenced in a purchase order or other instrument issued by or for Customer in connection with this Agreement are

rejected by Wind River and are of no force or effect. Wind River may reject any purchase order or other instrument issued by Customer that Wind River determines to be outside the scope of this Agreement.

8.3 **Taxes**. Customer will pay all applicable transaction taxes, including but not limited to sales and use taxes, value added taxes, duties, customs, tariffs, and other government-imposed transactional charges. Exemptions will only be accepted if a valid and fully executed Tax Exempt Certificate is attached to this Agreement, the applicable Exhibit or purchase order. In the event Customer cannot receive the software via electronic download, and subsequently receives such software designated for electronic download via physical media delivery, Customer agrees to reimburse Wind River for any applicable indirect taxes (e.g., sales taxes, VAT or similar transaction-based taxes). If Customer is required by applicable law to deduct or withhold income taxes (WHT), Customer must provide relevant proof of payment that withholding taxes have been paid to the appropriate taxing authority, such as a WHT Certificate.

8.4 **Reports and Records**.

    8.4.1   **Software Usage License Report.** No later than ninety (90) days before the end of the License Term or upon Wind River's request, Customer will submit a Software Usage License Report to Wind River's reporting email alias (*CustomerReports@windriver.com*), which report may be generated through the license management technology in the Software, and details the Users and access to the Software.

    8.4.2   **Production License Reports.** For each License Quarter, Customer will submit a Production License Report (which may also be referred to as a "Run-Time Module License Report") to Wind River's email alias (*CustomerReports@windriver.com*), or through another channel as requested by Wind River, within thirty (30) days following the end of each License Quarter. The form of the Production License Report is available at (http://windriver.com/licensing/documents/wind-river-reporting-template-customer-name.xls), and should include information about: (a) the number of Run-Time Module copies and Target Applications, including processor type(s), manufactured or reproduced by or for Customer; (b) Production License fees due to Wind River; (c) production start and end dates and Unique Identifier for each Target Application; (d) quarterly Run-Time Nodule and Target Application shipment forecasts; and (e) such other information as Wind River may reasonably request.

    8.4.3   **Records.** Customer will maintain accurate and complete records in support of and documenting all information provided in each of the Production License Reports and the Software Usage License Reports.

8.5 **Customer Compliance**. Wind River or its designated representative will have the right to: (a) require that Customer send a written certification of compliance with the terms of this Agreement within fifteen (15) days of Wind River's request; and (b) conduct an inspection and audit ("***Audit***") upon reasonable notice of the records set forth in Section 8.4.3 (Records) of this Agreement, electronic logs of access to the Software (which are generated by the license management technology delivered with the Software), the relevant operational, accounting and sales books and records of Customer, Customer's Authorized Contractors, and any other information within Customer's possession or control that are reasonably necessary to determine whether Customer has complied with this Agreement; and (c) obtain true and correct photocopies of such materials. Such Audit will be conducted during regular business hours at Customer's or Authorized Contractor's offices without interfering unreasonably with Customer's or Authorized Contractor's normal business activities, and not more frequently than once every twelve (12) months. Customer will cooperate with Wind River to complete any Audit within forty-five (45) days of notice. If an Audit discloses any underpayment of fees, then Wind River will invoice Customer, and Customer will promptly pay Wind River, the underpaid fee amount based on the higher of the price specified in this Agreement or Wind River's price list in effect at the time the Audit is completed, together with interest in accordance with Section 8.1.2. If an Audit discloses underpayment of five percent (5%) or more, then Wind River will also invoice Customer, and Customer will promptly pay, Wind River's reasonable costs of conducting the Audit.

9. LIMITED WARRANTY.

9.1 **Limited Warranty**. Wind River warrants that: (1) it has the authority to enter into this Agreement, (2) any Support will be performed in a professional and workmanlike manner by qualified personnel, and (3) it uses commercial anti-virus and anti-spyware scanning tools, and has not knowingly introduced into the Software any Trojan horses, worms, or other malicious mechanisms or code for the purpose of damaging or corrupting the Software. Customer's sole and exclusive remedy in the event of any breach of the above warranties is to notify Wind River in writing within ninety (90) days of delivery of the Software and for Wind River to repair or replace the Software so that it complies with the warranty. Customer assumes full responsibility for: (a) the selection of the Software; (b) the proper installation and use of the Software; (c) verifying the results obtained from the use of the Software; and (d) taking appropriate measures to prevent loss of data.

9.2 **WARRANTY DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1 (LIMITED WARRANTY), WIND RIVER AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE OR ANY OTHER PRODUCTS, SUPPORT OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WIND RIVER, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL IN ANY WAY ALTER THE SCOPE OF THIS WARRANTY. WIND RIVER DOES NOT WARRANT THAT THE QUALITY OR PERFORMANCE OF THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT CUSTOMER WILL BE ABLE TO ACHIEVE ANY PARTICULAR RESULTS FROM USE OR MODIFICATION OF THE SOFTWARE, OR THAT THE SOFTWARE WILL OPERATE FREE FROM ERROR. WIND RIVER MAKES NO WARRANTY THAT ANY WIND RIVER SOFTWARE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INCLUDING INTENTIONAL MISCONDUCT BY THIRD PARTIES. Some jurisdictions do not allow the limitation or exclusion of implied warranties or how long an implied warranty may last, so the above limitations may not apply to Customer. This warranty gives Customer specific legal rights and Customer may have other rights that vary from jurisdiction to jurisdiction.

10. SUPPORT. Provided Customer has an active and fully paid contract for Support, Wind River will provide Support in accordance with its standard Software Support and Maintenance Agreement then in effect (the "***Support and Maintenance Agreement***"). A copy of the current Support and Maintenance Agreement can be accessed through Wind River's website: http://www.windriver.com/support/SupportTerms.pdf.

11. WIND RIVER INFRINGEMENT INDEMNIFICATION.

11.1 Indemnity. Wind River will indemnify and defend Customer against any suit or proceeding brought by a third party against Customer to the extent that such suit or proceeding is based on an allegation that the Software, as authored by Wind River and delivered to Customer under this Agreement, when used as expressly permitted under this Agreement: (i) directly infringes such third party's U.S. copyright or patent; or (ii) misappropriates any third party trade secret (an "***Infringement Claim***"). Wind River will pay Customer the damages finally awarded against Customer by a court of competent jurisdiction (or settlements agreed to in writing by Wind River) as a result of an Infringement Claim. Wind River's obligations under this Section 11 are conditioned on Customer (a) notifying Wind River in writing promptly after Customer becomes aware of an Infringement Claim; (b) allowing Wind River the right to have sole control of the investigation, defense and settlement of the Infringement Claim; (c) fully and timely cooperating with Wind River in the investigation, defense and settlement of the Infringement Claim (as reasonably requested by Wind River; and (d) making no admission of liability or fault on behalf of itself or Wind River. Wind River will not be responsible for any costs, expenses or compromise incurred or made by Customer without Wind River's prior written consent. In the event the Software is held in any suit or proceeding to infringe such a right and its use is enjoined, or if in the opinion of Wind River the Software is likely to become the subject of such an Infringement Claim, Wind River may, in its sole discretion and at its own expense: (1) procure for Customer the right to continue using the Software, or (2) modify or replace the Software so that it becomes non-infringing while giving substantially equivalent performance. In the event that (1) or (2) above are not, in Wind River's sole determination, practical using reasonable commercial efforts, then Wind River may terminate this Agreement and provide a pro-rata refund of fees paid for the Software for the then-current License Term.

11.2 Exceptions. Wind River's defense and indemnification obligations under this Section 11 will not apply to the extent an Infringement Claim is based on or result from: (a) Modifications other than those that Wind River makes available to Customer pursuant to the Support and Maintenance Agreement; (b) the combination of the Software with any other item; (c) Third Party Software; (d) Customer's failure to use the most recent version of the Software; or (e) any claim (such as a counterclaim) that was made in response to a suit or proceeding first filed by Customer alleging patent infringement.

11.3 Personal, Sole and Exclusive Remedy. The foregoing indemnity is personal to Customer. Customer may not assign, transfer or pass through this indemnity to End Users. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WIND RIVER'S ENTIRE LIABILITY FOR ANY ACTUAL OR ALLEGED CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION ARISING OUT OF OR RELATED TO ANY SOFTWARE, PRODUCTS, SUPPORT OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT.

12. CUSTOMER INDEMNITY. Customer will defend at its expense Wind River against any claims, suits or proceedings brought by a third party against Wind River resulting from or in connection with the use, manufacture, or distribution of Target Applications (an "***Indemnified Claim***"). Customer will indemnify Wind River for any costs, losses, damages and expenses (including reasonable legal fees) incurred by Wind River as a result of or in connection with an Indemnified Claim. Customer's indemnity obligations under this Section 12 are conditioned on Wind River (a) notifying Customer in writing promptly after Wind River becomes aware of an Indemnified Claim; (b) tendering to Customer the defense or settlement of the Indemnified Claim; and (c) fully and timely cooperating with Customer, at Customer's expense, in the investigation, defense and settlement of the Indemnified Claim (as reasonably requested by Customer); and (d) making no admission of liability or fault on behalf of itself or Customer.

Customer's indemnification obligations under this Section 12 will not apply to the extent an Indemnified Claim is an Infringement Claim that is indemnified under Section 11 (Wind River Infringement Indemnification).

13. **LIMITATION OF LIABILITY**. WIND RIVER AND ITS LICENSORS WILL NOT BE LIABLE TO CUSTOMER, END USERS, OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF WIND RIVER HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WIND RIVER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID TO WIND RIVER BY CUSTOMER FOR THE AFFECTED SOFTWARE, SUPPORT OR OTHER SERVICES UNDER THE APPLICABLE EXHIBIT OR QUOTE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so this limitation and exclusion may not apply to Customer. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN WIND RIVER AND CUSTOMER. WIND RIVER WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE, SUPPORT OR ANY OTHER PRODUCTS OR SERVICES (INCLUDING ANY OPEN SOURCE MATERIALS) WITHOUT SUCH LIMITATIONS.

14. **EXPORT CONTROL.** All software and technical information delivered under this Agreement are subject to U.S. export controls under the Export Administration Regulations (the "*EAR*") or the International Traffic in Arms Regulations (the "*ITAR*") and may be subject to export, re-export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations. Customer will not export or re-export the software and technical information, directly or indirectly, to: (1) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria); (2) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any End User who has been prohibited from participating in US export transactions by any federal agency of the US government. Some of Wind River's products are classified as "restricted" encryption products under Section 740.17(b)(2) of the EAR and may not be exported or re-exported to government end-users (as defined in Section 772 of the EAR) outside the countries listed in Supplement No. 3 to Part 740 of the EAR without authorization from the U.S. government. Customer agrees that Wind River shall not be required to complete delivery of export controlled software and technical information unless and until all required export licenses have been obtained.

15. **GENERAL.**

15.1 **Governing Law and Venue**. This Agreement will be governed by the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes arising under this Agreement will be brought exclusively in the State of Delaware or of the Federal courts sitting therein, provided, however, that the Parties will be entitled to seek injunctive relief in the appropriate forum. Customer consents to the personal jurisdiction of the above courts.

15.2 **U.S. Government End-Users.** All software and any data relating thereto or derived therefrom are "commercial items" as defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. If the End User is a U.S. Government agency, department, or instrumentality, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Software and any data relating thereto or derived therefrom, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Customer will provide the Software to U.S. Government End Users only pursuant to an End User License Agreement in accordance with the terms of this Agreement. This U.S. Government End Users clause is in lieu of, and supersedes, any Federal Acquisition Regulations ("*FAR*"), the Defense FAR Supplement ("*DFARS*"), or other clause or provision that addresses Government rights in computer software or technical data.

15.3 **Injunctive Relief**. Customer agrees that its breach of this Agreement may cause Wind River irreparable harm for which recovery of money damages would be inadequate, and that Wind River is therefore entitled to seek timely injunctive relief to protect Wind River's rights in addition to any and all remedies available at law.

15.4 **Notices**. All notices under this Agreement will be: (a) in writing; (b) delivered by personal delivery or certified or registered mail, return receipt requested, and deemed given upon personal delivery or five (5) days after deposit in the mail. Notices to Wind River will be sent to Wind River Systems, Inc., General Counsel, Legal Affairs, 500 Wind River Way, Alameda, CA 94501, USA (or such other address designated in writing by Wind River), and notices to Customer will be sent to the address set forth in the preamble of this Agreement or an Exhibit, or such other address as Customer may designate in writing to Wind River.

15.5   **Force Majeure.** Neither Party will be liable for any failure or delay (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, explosions, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such Party.

15.6   **Use of Customer's Name**. Wind River may identify Customer as a customer of Wind River. Upon Customer's public announcement of product designed with or containing Wind River products or services, and with Customer's prior consent, Wind River may describe Wind River involvement in press release and marketing materials.

15.7   **Assignment**. Customer will not assign, transfer or delegate any right, license or obligation under this Agreement to a third party, directly or indirectly, including by operation of law or through bankruptcy, merger, acquisition, sale or transfer of all, substantially all or any part of the business or assets of Customer or undergo a change of Control, without first obtaining Wind River's prior written consent, which Wind River may withhold in Wind River's sole discretion. Any purported assignment, transfer, delegation or change of Control in violation of this Section is null and void. Wind River may assign, transfer or delegate this Agreement or any right, license or obligation hereunder in its sole discretion.

15.8   **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts to this Agreement transmitted by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as a signed original.

15.9   **Waiver**. The failure of either Party to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

15.10   **Integration**. This Agreement and any Exhibits or Quotes associated with it constitute the entire agreement between the Parties, and supersedes all prior oral or written agreements respect to the subject matter hereof. This Agreement may only be amended by a writing signed by the Parties that refers explicitly to this Agreement.

15.11   **Miscellaneous**. This Agreement will not create any agency, employment relationship, partnership or other form of joint enterprise between the Parties. If a provision of this Agreement is unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the Parties. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement.

WIND RIVER		**CUSTOMER: Adlink Technology Inc.**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Address:	9F, No.166 Jian Yi Road,
			Zhonghe District New Taipei City 235, Taiwan

EXHIBIT A-1

MASTER SOFTWARE LICENSE AGREEMENT

WIND RIVER

THIS EXHIBIT A-1 TO THE MASTER SOFTWARE LICENSE AGREEMENT ("Exhibit") is effective as of the last date executed by the parties below ("Exhibit Effective Date") and supplements the MASTER SOFTWARE LICENSE AGREEMENT executed simultaneously with this Exhibit (the "Agreement") by and between **WIND RIVER**, and **Adlink Technology Inc.** ("Customer"). The terms of the Agreement are hereby incorporated into this Exhibit by reference, and in the event of a conflict between this Exhibit and the Agreement, the terms of this Exhibit will prevail. The parties agree as follows:

1. **Software Description and License Fee Schedule:**

Line #	Software Description	Net Price
1	~~RC2 Software Release~~	$0

   License Term: Perpetual, commencing on the Exhibit Effective Date

2. **License Restrictions:** The following additional terms and restrictions apply to the Software licensed under this Exhibit:

3.1 **Project:** I-Pi SMARCplus with Keembay

3.2 **Target Application:** General Purpose Entry level prototyping for AI with OpenVINO

3.3 **Supported Target Processor or Supported Architecture Family:**
Intel Keembay platform

3.4 **Development Location:**
9F, No.166 Jian Yi Road, Zhonghe District New Taipei City 235, Taiwan

3. **Customer Contacts:**

Name: Henk van Bremen
Title: Senior Product Director
Name: Henk van Bremen
Tel: +886 2 82265877 ext.8346
Fax: +886-2-8226-5717
Email: henk.van.bremen@adlinktech.com

4. **Additional Terms:**

5.1 Customer acknowledges and understood that the Software stipulated in above Software Description and License Fee Schedule is determined solely by the scope of work defined in the Exhibit - KMB SOM Yocto Linux Enablement, in whole or in part, executed between Wind River and Intel Corporation on December 11th 2019 (project reference SIN-ITL279132).

5.2 Customer further understood the Software under this Exhibit is considered as Third Party Software.

5.3 The license granted to Customer is limited to:
   a. Copy the Software and accompanying materials onto Customer's computers for Customer's internal use solely for development and maintenance of Customer's products that contain Intel Products.
   b. Copy and redistribution the Software to Customer's End Users, either directly or through Customer's usual distribution channel and methods, but solely for use with computer products that operate only in conjunction with Customer's products containing Intel Products.

c. For purpose of this Exhibit, Intel Products shall mean Intel Keembay Platform.

5.4 Customer is hereby made aware and agrees that:
   a. Title to the Software and all copies thereof remains with Wind River or its licensor, as applicable, and the Software is copyrighted and protected by United States and international copyright laws.
   b. The Software is provided AS-IS without any express or implied warranty of any kind, including warranties of merchantability, noninfringement of third-party intellectual property or fitness for any particular purpose.
   c. Wind River and its licensor disclaim all liabilities to Customer, its End Users and any third party with respect to the Software, services and/or other materials provided hereunder, including without limitation all indirect, special, incidental and consequential damages of any kind.
   d. ==Customer may not reverse engineer, decompile, or dissemble the Software.==
   e. Customer may not use, copy, modify, sell or transfer the Software except as expressly permitted in this Exhibit.
   f. Customer may not remove any copyright notices from the Software or any copies thereof.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Exhibit.

WIND RIVER SYSTEMS, INC.	**Adlink Technology Inc.**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____