Simulation Model License Agreement

BY DOWNLOADING, INSTALLING AND/OR USING (INCLUDING COPYING) THE INFINEON SIMULATION MODEL, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE (INCLUDING YOU) SHALL NOT DOWNLOAD, INSTALL AND/OR USE (INCLUDING COPYING) THE MODEL

1. Definitions

The following defined terms shall have the meanings set forth below.

1.1 "**Affiliate**" shall mean any corporation, company, or other entity, which: (i) is Controlled by a Party hereto; or (ii) Controls a Party hereto; or (iii) is under common Control with a Party hereto, for so long as such Control exists. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

1.2 "**Agreement**" shall mean this Simulation Model License Agreement.

1.3 "**Confidential Information**" shall mean ideas, concepts and information incorporated in the Model, the source code of the Model (to the extent provided), the Documentation and the content of this Agreement. In addition to the foregoing, Confidential Information shall mean any and all financial, commercial, business or technical information and data disclosed, in any medium or form, by Infineon or one of its Affiliates or by Licensee or one of its Affiliates ("Discloser") to Infineon or one of its Affiliates (which shall be considered as disclosure by Discloser to Recipient) or to Licensee or one of its Affiliates (which shall be considered as disclosure by Discloser to Recipient)("Recipient") under and/or in connection with this Agreement which (i) is marked "Confidential" or similar (ii) is designated as confidential before, during or within thirty (30) days after disclosure or (iii) a reasonable person would expect to be treated as confidential.

1.4 "**Documentation**" shall mean the technical information (if any) provided by Infineon along with the Model, such as user guide, installation guide, release notes, etc.

1.5 "**Infineon**" shall mean Infineon Technologies AG, Am Campeon 1-15, 85579 Neubiberg, Germany, or a specific Affiliate of Infineon Technologies AG, who is licensing the Model to Licensee according to the terms and conditions of this Agreement.

1.6 "**Infineon Hardware**" shall mean Infineon semiconductor devices for which the Model is intended, such as microcontrollers, sensors and digital microphones, etc.

1.7 "**Licensee**" means the company or individual indicated in the Registration.

1.8 "**Licensed Items**" shall mean the Model and the Documentation.

1.9 "**Model**" shall mean the simulation model package provided by Infineon under this Agreement as well as updates (if any) made available by Infineon to Licensee at Infineon's discretion.

1.10 "**Party**" shall mean Infineon or Licensee. Both may be collectively referred to as "**Parties**".

1.11 "**Registration**" means an account with Infineon's internet service MyICP, MyInfineon.com, Infineon Development Center or other Infineon download platforms as may be provided to Licensee enabling the download of the Model.

1.12 "**You**" shall mean (i) if Licensee is a company, an individual acting in the ordinary course of business of Licensee, or (ii) if Licensee is an individual, Licensee.

2. License Grant

2.1 For the Term and subject to the terms and conditions including Section 5 of this Agreement, Infineon hereby grants Licensee under Infineon's intellectual property rights in the Licensed Items a limited, worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable right to:

i) use and reproduce the Model as a digital representation of Infineon Hardware only;

ii) use the Documentation only as required in order to exercise the rights pursuant to Section 2.1 i);

always provided that the Model and the Documentation are used by Licensee only for evaluation purposes and only internally within Licensee.

2.2 Any use of this Model provided by Infineon Technologies AG is subject to the terms and conditions of this Agreement. This Model, provided by Infineon, does not fully represent all of the specifications and operating characteristics of the product to which this Model relates. This Model only describes the characteristics of a typical product. In all cases, the current datasheet information for a given product is the final design guideline and the only actual performance specification. Although this Model can be a useful tool to evaluate the product performance, it cannot simulate the exact product performance under all conditions and it is also not intended to replace bread-boarding for final verification.

2.3 Licensee may exercise the rights granted pursuant to Section 2.1 by its Affiliates, provided that the exercise of license rights pursuant to Section 2.1 are limited to Licensee's Affiliates, and always provided that Licensee agrees to be fully liable towards Infineon for any and all damages arising out of any acts or omissions resulting from the exercise of license rights pursuant to this Section 2.1.

2.4 Except for the limited rights granted in this Section 2, Infineon retains all right, title and interest in and to the Licensed Items and all intellectual property rights therein. The license rights granted pursuant to this Agreement do not transfer to Licensee title or ownership in the Licensed Items or any copies thereof, or any of the intellectual property rights therein.

2.5 Licensee hereby grants to Infineon and its Affiliates a limited, a world-wide, non-exclusive, sublicensable, transferable, perpetual, irrevocable, fully paid-up license under all intellectual property rights contained in any modifications of the Model made by or on behalf of Licensee in accordance with this Agreement (which shall be made available to Infineon with a reasonable time frame after their creation) to reproduce, distribute, display, perform and to create derivative works of and otherwise modify the Model. The Parties agree that the principal purpose of the foregoing license is to prevent Infineon from being blocked in its further development and exploitation of the Model.

3. Open Source Licensed Software / Third-Party Software

3.1 Parts of the Model may be licensed under free and/or open source licenses (such as the GNU General Public License) or other licenses from third parties ("Third-Party Software").

3.2 This Agreement does not limit or supersede Licensee's rights under the license of any such Third-Party Software. In case of conflict, the license terms of such Third-Party Software shall supersede the terms and conditions of this Agreement. Licensee may redistribute Third-Party Software only in compliance with the licensing terms applicable to such Third-Party Software. If Licensee is entitled to receive the source code from Infineon for any Third-Party Software included with the Model, either the source code will be included with the Model or Licensee may obtain the source code at no charge from https://www.infineon.com/cms/en/design-support/software/free-and-open-source-software-foss/ or any website as may be provided to Licensee. The applicable license terms will accompany each source code package. To review the license terms applicable to any Third-Party Software for which Infineon is not required to provide Licensee with source code, please see the Model's installation directory on Licensee's computer.

3.3 If licensing terms of Third-Party Software, which are part of Model, require that the source code of such Third-Party Software to be made available and such source code:

i) is not made available as part of the Model;

ii) in case of distribution of the Model by download, is not made available for download;

iii) is not made available otherwise in accordance with the applicable open source software license terms; or

iv) is not made available via the hyperlinked website in section 3.2;

the source code of such Third-Party Software may be obtained for as long as Infineon offers customer support for the Model, but at least three (3) years following distribution of the Model, by contacting Infineon.

4. Restrictions

4.1 Unless permitted otherwise by this Agreement, Licensee shall not itself or through any third party:

i) reproduce the Licensed Items except and only to the extent permitted by applicable law despite this restriction;

ii) reverse engineer, decompile and/or disassemble any Model not provided in source code form except and only to the extent permitted by applicable law despite this restriction;

iii) remove any copyright notices contained in the Licensed Items;

iv) publicly display, publicly perform, publish or broadcast the Licensed Items without Infineon's prior written approval;

v) sell, lease, license or sublicense the Licensed Items without Infineon's prior written approval;

vi) make available the Licensed Items or assign or otherwise transfer any right in the Licensed Items to third parties;

vii) use the Licensed Items for the purposes of determining whether they or any Infineon products are covered by any intellectual property rights (including without limitation patents and copyrights) of Licensee or any other third party;

viii) directly or indirectly bring any suit before any court or administrative agency or otherwise assert any claim against Infineon, its Affiliates and/or any of their respective suppliers and/or customers due to their development, use, reproduction, manufacturing, marketing, sale, distribution, licensing, sublicensing or other disposal of the Licensed Items or any Infineon products based on infringement of any of Licensee's intellectual property rights (including without limitation patents and copyrights).

4.2 Model delivered by Infineon under this Agreement shall not be used in any applications where a failure or any consequences of the use of the Model can reasonably be expected to result in personal injury or death, which might include without limitation medical, aviation or aerospace applications. However, the foregoing shall not prevent Licensee from using Model in such fields of application (e.g. automotive applications) if the Model is explicitly designed and licensed for by Infineon, provided that the overall responsibility for the system in which Licensee integrates the Model as well as the system integration lies with Licensee.

5. Taxes

5.1 For the avoidance of doubt, all fees and charges (amounts) specified under the terms of this agreement shall be exclusive of any digital services tax or digital tax, i.e. any tax levied specifically for digital products, transactions and services. Insofar as the Source Code are subject to digital services tax or digital tax, such tax shall be borne by Licensee. Depending on the nature of such tax, Licensee shall either pay such tax to Infineon in addition to the agreed amounts in case Infineon is required by law to make such a payment or make the necessary gross-up payments to leave Infineon (after the deduction of such tax) with an amount equal to the payment which would have been due if no withholding of such tax had been required in case Licensee is required to make such a payment.

The Parties are in agreement that for tax purposes neither this Agreement nor any other agreement established between the Parties reclassifies this royalty-free license or free of charge services into a license or service for consideration. Should Licensee nevertheless be assessed with taxes in its country of residence in connection with this Agreement, Licensee will bear such taxes.

6. Warranty

Without prejudice to Section 7, the Licensed Items provided by Infineon under this Agreement are provided "AS IS" without any warranty or liability of any kind and Infineon hereby expressly disclaims any warranties or representations, whether express, implied, statutory or otherwise, including but not limited to warranties of workmanship, merchantability, fitness for a particular purpose, defects in the Licensed Items, or non-infringement of third parties' intellectual property rights. Infineon reserves the right to make corrections,

deletions, modifications, enhancements, improvements and other changes to the Model at any time or to move or discontinue any Model without notice.

7. Liability

7.1 Nothing in this Agreement shall limit or exclude Infineon's liability under mandatory statutory liability laws, or in cases of Infineon's intentional misconduct or gross negligence.

7.2 Without prejudice to Section 7.1, Infineon's liability under and/or in connection with this Agreement shall be excluded in all other cases.

7.3 Notwithstanding the above and regardless of the cause in law, Infineon shall not be liable for any indirect, incidental or consequential damages, including without limitation any damages arising from interrupted operation, loss of profits, loss of revenue, loss of goodwill, loss of capital and/or loss of information and data.

8. Confidentiality

8.1 Unless expressly agreed otherwise by the Parties, Confidential Information shall

i) be used and reproduced by Recipient for the sole purpose of performing Recipient's rights and/or obligations under or in connection with this Agreement;

ii) be treated by Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to Recipient's own confidential information of like importance but with no less than reasonable care;

iii) not be reverse engineered, decompiled or disassembled by Recipient; and

iv) not be distributed, disclosed, or disseminated in any way or form by Recipient to anyone, except that Recipient may disclose Discloser's Confidential Information to its Affiliates who have a reasonable need to know such Confidential Information, and who are bound to confidentiality not less stringent than under this Agreement. Notwithstanding the foregoing, Recipient may disclose this Agreement to its accountants, attorneys and financial advisors who are bound to confidentiality not less stringent than under this Agreement, solely to the extent necessary for the performance of their services. Recipient shall be fully liable towards the other Party for any and all damages arising out of any acts or omissions resulting from the access to Confidential Information by third parties stipulated in this Section 8.1 iv).

8.2 The obligations as per Section 8.1 shall not apply to any information that Recipient can demonstrate

i) is at the time of disclosure already in the public domain or later becomes available to the public domain through no breach by Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;

ii) is received by Recipient from a third party free to lawfully disclose such information to Recipient without obligations of confidentiality;

iii) was in Recipient's lawful possession prior to receipt from Discloser as evidenced by written documentation;

iv) is independently developed by Recipient without the benefit of any of Discloser's Confidential Information as evidenced by written documentation;

v) is approved for release by Discloser in writing; or

vi) is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that Recipient provides Discloser prompt notice of the order and at Discloser's request and expense reasonably cooperates with Discloser's efforts to receive a protective order or otherwise limit disclosure.

8.3 All Confidential Information disclosed pursuant to this Agreement shall remain the property of Discloser. Unless explicitly stated otherwise in this Agreement, no license or right of use under any patent or patentable right,

copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant Recipient any rights therein.

8.4 Upon Discloser's written request, Discloser's Confidential Information under Recipient's control, along with all copies thereof, shall (i) if available in electronic form be destroyed or (ii) if available in physical form be destroyed or returned as per Discloser's instructions. Destruction shall be confirmed by Recipient in writing, within sixty (60) days from such request. Notwithstanding the foregoing, Recipient may retain a copy of Discloser's Confidential Information if required for legal, regulatory or corporate governance purposes or if stored in computer backups or similar archives, provided that Recipient does not use the Confidential Information for any other purposes. Sections 8.1 ii) to 8.4 (but excluding the right to disclose Discloser's Confidential Information to third parties pursuant to Section 8.1 iv) shall survive termination or expiration of this Agreement.

9. Term and Termination

9.1 This Agreement shall become effective upon Licensee's acceptance of the terms and conditions of this Agreement and shall remain in effect for a term of 6 (six) months unless terminated earlier as permitted under this Section 9 (“Term”).

9.2 Notwithstanding Section 9.1, this Agreement shall automatically terminate upon the occurrence of either one or more of the following events stated below:

i) if a third party claims to have intellectual property rights in the Model;

ii) if Licensee or any of Licensee's Affiliates directly or indirectly brings any suit before any court or administrative agency or otherwise asserts any claim against Infineon and/or any of its Affiliates, suppliers or customers due to their development, use, reproduction, manufacturing, marketing, sale, offer to sale, distribution, importation, licensing, sublicensing or other disposal of the Licensed Items or Infineon Hardware based on infringement of any intellectual property rights (including without limitation patents and copyrights); or

iii) in case of a change of control of Licensee.

9.3 Upon expiration or termination of this Agreement for any reason, the rights and licenses granted to Licensee under this Agreement shall immediately cease.

9.4 The provisions of Sections 4, 6, 7, 8 and 9.4 shall survive any termination or expiration of this Agreement.

10. Force Majeure

Neither Party shall be liable to the other for failure in the performance of any of its obligations under this Agreement for the time and to the extent such failure is caused by force majeure such as, but not limited to, riots, civil commotions, wars, strikes, freight embargo, shortage of supply, lock-outs, hostilities between nations, governmental laws, orders or regulations, actions by the government or any agency thereof, storms, floods, fires, epidemics, pandemics, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party or its sub-contractors. In such events, the affected Party shall promptly inform the other Party of such circumstances, and the performance of obligations hereunder shall cease during, but not longer than, the period of existence of such cause and the period reasonably required to perform the obligations.

11. Export Control

11.1 It is the responsibility of Licensee to comply with all applicable export control, anti-terrorism and trade laws and regulations as well as applicable national laws, as relevant to any goods, technologies or services purchased or received from Infineon ("Foreign Trade Regulations"). Insofar as Licensee incorporates any goods, technologies or services delivered by Infineon into any items, Licensee agrees and confirms that Licensee shall not export or re-export, directly or indirectly, those items to any country, destination, or individual, for which an export authorization or other governmental or official approval is required, without first obtaining such authorization or approval.

11.2 Any purchase order placed under this Agreement and any confirmations may be subject to necessary export authorizations being granted. When such authorization cannot be obtained, the agreement or the affected purchase shall be void per Infineon's notice.

11.3 Licensee shall not use, directly or indirectly, any goods, technologies or services delivered by Infineon for nuclear technology, weapons of mass destruction, or carriers thereof. Further, except for memory solution goods, technology or services, Licensee shall not use any goods, technologies or services delivered by Infineon in weapon systems.

11.4 Any goods or services that are controlled and subject to applicable national export licenses shall not be supplied to military, paramilitary, police, intelligence agencies or civil administrations of such institutions or other institutions acting on behalf of them.

11.5 In case of breach of any of the obligations mentioned, the termination rules as agreed between the Parties shall apply and Infineon shall be entitled to seize adequate measures without any liability including termination of this Agreement or any individual purchase agreement entered into hereunder. Infineon shall communicate the reason for termination or other measures to Licensee without undue delay. Infineon may also be required to inform competent export control authorities.

12. Applicable Law / Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the law in force in Switzerland without reference to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

12.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with this Agreement shall be Zurich, Switzerland. However, nothing in this Agreement shall preclude either Party from seeking interim measures of protection in any court of competent jurisdiction.

13. Miscellaneous

13.1 Licensee may not assign this Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of Infineon.

13.2 No express or implied waiver by any of the Parties to this Agreement of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

13.3 The Parties are independent contractors and nothing in this Agreement is intended or shall be construed as to one Party being considered or permitted to be an agent, partner, or joint venturer of the other Party.

13.4 Licensee shall not make any public announcement, press release, industry trade magazines announcement or other form of communication to the press regarding the collaboration between Infineon and Licensee without Infineon's prior written consent.

13.5 Any additions or amendments to this Agreement shall only be valid if made in writing and signed by the Parties; this written form requirement shall also be considered fulfilled where signatures are exchanged electronically on scanned copies via fax or email (PDF scan), or an electronic signature process is used (e.g. DocuSign, BestSign or Adobe Sign). This written form requirement can only be waived or changed as set forth in the preceding sentence.

13.6 This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.

13.7 The effectiveness of this Agreement shall not be impaired if any provision of this Agreement should be completely or partially invalid or unenforceable. In this case, the Parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.

13.8 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings, agreements and negotiations between the Parties with respect to such subject matter hereof. General terms and conditions of neither Party shall apply within the scope of this Agreement.