

Evaluation Product License Agreement

1 | EVALUATION BOARD TERMS OF USE

By using this evaluation board or kit together with all related software, firmware, components, related materials (including but not limited to CAD files, Gerber files, Schematic, BOM, CAD models) and documentation provided by VK Integrated Systems, Inc. (hereafter "VKIS") (collectively "Evaluation Board"), You ("You") are agreeing to be bound by the terms and conditions of this Evaluation Board Terms of Use ("Agreement"). Do not use the Evaluation Board until You have read and agreed to this Agreement. Your use of the Evaluation Board constitutes Your acceptance of this Agreement.

2 | OWNERSHIP AND COPYRIGHT

Title to the design of Evaluation Board and all related intellectual property rights worldwide remains with VKIS and/or its licensors. You may not remove any copyright or other proprietary rights notices on the Evaluation Board without prior written authorization from VKIS.

You agree to prevent any unauthorized copying in whole or in part of the Evaluation Board.

3 | RESTRICTIONS AND WARNINGS

The Evaluation Board offers limited features and is conceived to be used only to evaluate and test VKIS products in a research and development setting.

The Evaluation Board is not intended for consumer or household use.

The Evaluation Board shall not be, in any case, directly or indirectly assembled as a part in any production of Yours as it is solely developed to serve evaluation and testing purposes and has no direct function and is not a finished product.

If the Evaluation Board is incorporated in an evaluation system, the evaluation system may be used by You solely for Your evaluation and testing purposes. Such evaluation system may not be offered for sale or lease or sold, leased or otherwise distributed for commercial purposes and must be accompanied by a conspicuous notice as follows: "This device is not, and may not be, offered for sale or lease, or sold or leased or otherwise distributed for commercial purposes".

Before You handle or use the Evaluation Board, You must carefully review any related documentation provided by VKIS. Such documentation may contain important warnings. You shall comply with all such warnings and other instructions and employ reasonable safety precautions in using the Evaluation Board. Failure to do so may result in death, personal injury, or property damage. If You have any questions regarding the safe usage of the Evaluation Board, You should contact VKIS for guidance.

Unless You are a VKIS's authorized distributor, You shall not sell, assign, sublicense, lease, rent or otherwise distribute the Evaluation Board for commercial purposes, in whole or in part. You shall not use, in

whole or in part, the Evaluation Board in a production system. Except as provided in this Agreement or as explicitly permitted in the documentation of the Evaluation Board, You may not reproduce the Evaluation Board or modify, reverse engineer, de-compile or disassemble its software and/or firmware, in whole or in part.

You shall not use the Evaluation Board in any safety critical or functional safety testing, including but not limited to testing of life supporting, military or nuclear applications. VKIS expressly disclaims any responsibility for such usage which shall be made at Your sole risk, even if VKIS has been informed in writing of such usage. Unless expressly designated in writing by VKIS as suitable for use in testing automotive or aerospace applications, You shall not use the Evaluation Board in such testing.

Use of any software and/or firmware embedded in, or working conjunction with, the Evaluation Board is subject to a separate end user license agreement (“EULA”) that accompany such software and/or firmware. You may make one copy of the software and/or firmware in the Evaluation Board only for back up or archival purposes provided that You reproduce and apply to such copy any copyright or other proprietary rights notices included on or embedded in the software and/or firmware.

4 | COMPLIANCE WITH DIRECTIVES AND REGULATIONS

You should refer to the Evaluation Board’s User Manual or Data Brief to view directives and regulations applicable thereto.

4.1 | Notice applicable to Evaluation Boards not FCC-Approved

This kit is designed to allow:

- (1) Product developers to evaluate electronic components, circuitry, or software associated with the kit to determine whether to incorporate such items in a finished product, and
- (2) Software developers to write software applications for use with the end product. This kit is not a finished product and when assembled may not be resold or otherwise marketed unless all required FCC equipment authorizations are first obtained. Operation is subject to the condition that this product not cause harmful interference to licensed radio stations and that this product accept harmful interference. Unless the assembled kit is designed to operate under part 15, part 18 or part 95 of 47 CFR, Chapter I (“FCC Rules”), the operator of the kit must operate under the authority of an FCC license holder or must secure an experimental authorization under part 5 of this chapter.

4.1.1 | For Evaluation Boards annotated as FEDERAL COMMUNICATIONS COMMISSION (FCC) Part 15 Compliant

- FCC Interference Statement for Class A Evaluation Boards: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment

in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

- **FCC Interference Statement for Class B Evaluation Boards:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:
 - Reorient or relocate the receiving antenna.
 - Increase the separation between the equipment and receiver.
 - Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
 - Consult the dealer or an experienced radio/TV technician for help.
- This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

5 | Notice relevant to California Proposition 65

Evaluation Board is offered to evaluate and test VKIS products, only. Therefore, the Evaluation Board contains several VKIS products.

VKIS may not actually have knowledge of all of the chemicals in the Evaluation Board, but to the best of VKIS current, actual knowledge, after due investigation, the Evaluation Board does not, under normal product use, expose persons to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm, and is, thus, compliant with California's Proposition 65.

Therefore, the notices indicated in the California Proposition 65 law do not apply to the Evaluation Board. Evaluation Board may contain listed chemicals that could result in exposure in non-normal use situations such as destructive decomposition. Appropriate safeguards should be taken in such situations.

6 | WARRANTY

VKIS WARRANTS THAT IT HAS THE RIGHT TO PROVIDE THE EVALUATION BOARD TO YOU. THIS WARRANTY IS PROVIDED BY VKIS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR UNINTERRUPTED OR ERROR-FREE OPERATION, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE EVALUATION BOARD IS PROVIDED "AS IS".

YOU WARRANT THAT YOU UNDERSTAND THE DANGERS OF HANDLING AND USING ELECTRICAL

MECHANICAL COMPONENTS, SYSTEMS, AND SUBSYSTEMS. YOU ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ANY IMPROPER OR UNSAFE HANDLING OR USE OF THE EVALUATION BOARD BY YOU, YOUR EMPLOYEES, AFFILIATES, CONTRACTORS, AND DESIGNEES.

7 | LIMITATION OF LIABILITIES

IN NO EVENT SHALL VKIS BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER VKIS HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IN NO EVENT SHALL VKIS'S LIABILITY ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE EXCEED THE HIGHER OF THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT FOR THE PURCHASE OF THE EVALUATION BOARD, OR TEN UNITED STATES DOLLARS (\$10.00).

8 | INDEMNIFICATION

You will defend, indemnify and hold VKIS and its Affiliates, its licensors and their representatives harmless from and against any and all claims, damages, losses, expenses, costs and liabilities arising out of or in connection with any handling or use of the Evaluation Board that is not in accordance with these terms.

You shall, at Your expense, defend VKIS and its Affiliates against a claim or action brought by a third party for infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right of a third party to the extent resulting from (1) Your combination of the Evaluation Board with any other component, system, software, or firmware, (2) Your modification of the Evaluation Board, or (3) Your use of the Evaluation Board in a manner not permitted under this Agreement. You shall indemnify VKIS and its Affiliates against and pay any resulting costs and damages finally awarded against VKIS or its Affiliates or agreed to in any settlement, provided that You have sole control of the defense and settlement of the claim or action, and VKIS cooperates in the defense and furnishes all related evidence under its control at Your expense. VKIS will be entitled to participate in the defense of such claim or action and to employ counsel at its own expense.

"Affiliates" means any corporation or other entity directly or indirectly controlled by, controlling or under common control with the entity in question, for so long as such ownership exists. "Control" means the direct or indirect beneficial ownership of more than fifty (50%) percent of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body. Any such corporation or other legal entity shall be deemed to be an Affiliate of such entity only as long as such Control exists.

9 | APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed, construed and enforced in accordance with the laws of Switzerland, without regard to its conflict of laws rules. The UN Convention on Contracts for the International Sale

of Goods shall not apply to this Agreement. In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Courts of Geneva, Switzerland. Any breach of this Agreement by You may result in irreparable damage to VKIS for which VKIS will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, You acknowledge and agree that VKIS may immediately seek enforcement of this Agreement in any jurisdiction by means of specific performance or injunction, without any requirement to post a bond or other security.

10 | SEVERABILITY

If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement. In addition, any unenforceable or invalid provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the unenforceable or invalid provision.

11 | WAIVER

The waiver by either You or VKIS of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

12 | RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, any joint venture, partnership, principal-agent, employer-employee or other relationship between You and VKIS, except that of independent contractors. Neither You nor VKIS has the authority or power to bind, to contract in the name of, or to create a liability for the other in any way or for any purpose.

13 | SURVIVAL

Any provision of this Agreement which imposes an obligation after termination of this Agreement shall survive the termination of this Agreement.

14 | WASTE AND RECYCLING

The Evaluation Board is not to be disposed as an urban waste. At the end of its life cycle, differentiated waste collection must be followed. In the countries belonging to the European Union, the Evaluation Board is subject to differentiated recycling at the end of its life cycle; therefore, it may be forbidden to dispose the Evaluation Board as an undifferentiated waste or with other domestic wastes. Consult the local authorities for more information on the proper disposal channels and recycling centers. Disposing

incorrectly the Evaluation Board may cause damage to the environment and it may be subject to fines based on specific countries' rules.