

BY AND BETWEEN

OptoMotive, mehatronika d.o.o. (hereafter referred to as "LICENSOR" and/or "OptoMotive d.o.o. ")

Located at V Murglah 229, SI-1000 Ljubljana, Slovenia

and

(hereafter referred to as "LICENSEE" and/or " ")

Located at

(OPTOMOTIVE d.o.o. and LICENSEE, each a "Party", collectively the "Parties")

enter into this License Agreement on Effective Date as stated below.

Effective Date:

WHEREAS

LICENSEE has requested OptoMotive d.o.o., and OptoMotive d.o.o. has agreed, to license to LICENSEE certain OptoMotive d.o.o. Technology (as defined below) on the following terms and conditions.

CAREFULLY READ THIS DESIGN LICENSE AGREEMENT ("AGREEMENT"). BY SIGNING THIS AGREEMENT, BY CLICKING THE "AGREE" BUTTON, OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING OR USING THE LICENSED MATERIALS (DEFINED BELOW), YOU AGREE TO BE BOUND BY THIS AGREEMENT. "LICENSOR" MEANS THE CORPORATION OPTOMOTIVE, MEHATRONIKA D.O.O., V MURGLAH 229, SI-1000 LJUBLJANA, SLOVENIA ("OPTOMOTIVE D.O.O."). LICENSOR HAS ISSUED THE LICENSE DESCRIBED HEREIN. UNLESS YOU AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE PROHIBITED TO ACCESS, DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS. "LICENSEE" IS THE ONE TO WHOM (PERSON) OR TO WHICH (CORPORATION) A LICENSE HAS BEEN GRANTED.

NOW, THEREFORE

In consideration of the premises contained herein, and of the obligations herein made and undertaken, the Parties hereto do hereby covenant and agree as follows:

1. Definitions:

"Licensed Materials" means, as applicable, all OptoMotive d.o.o. reference designs, application notes, documentation, hardware, software, design files, application program interfaces, and any related characterization, qualification or test data and information, that are provided by OptoMotive d.o.o. to Licensee pursuant to this Agreement. "OptoMotive d.o.o. Device" means an electronic device manufactured and marketed by or for OptoMotive d.o.o.

2. License Grants: Subject to the terms and conditions of this Agreement, OptoMotive d.o.o. hereby grants Licensee the following nonexclusive, non transferable licenses:

2.1. Use Rights: Licensee may internally reproduce and use the Licensed Materials for the sole purpose of creating designs that are programmed into an OptoMotive d.o.o. Device; and

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2.3. Distribution Rights: Licensee may reproduce and distribute the Licensed Materials, solely in binary form for use to program an OptoMotive d.o.o. Device that operates in Licensee's system-level hardware products.

3. Restrictions:

3.1. Licensee shall not use the Licensed Materials for any purpose other than in compliance with Section 2.1 (Use Rights), or allow use by any person other than in compliance with Section 2.3 (Distribution Rights).

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3.5. Licensee shall not decrypt, decompile, reverse-engineer, disassemble or otherwise reduce to a human-perceivable form, or modify or alter, any portion of the Licensed Materials that are provided by OptoMotive d.o.o. in object code, encrypted or other obfuscated form.

3.6. Licensee shall not hypothecate, rent, lease, loan, lend, time-share, sublicense or otherwise transfer the Licensed Materials.

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Licensee acknowledges and agrees that all intellectual property and industrial rights in and to the Licensed Materials and all copies thereof are and will remain the sole property of OptoMotive d.o.o., or its licensors (if any). Nothing contained in this Agreement will be construed as conferring by implication, estoppels or otherwise upon Licensee any license or other right except the licenses and rights expressly granted to Licensee in Section 2 (License Grants). Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to OptoMotive d.o.o. from third parties and that such third parties are intended third-party beneficiaries of the provisions of this Agreement. The Licensed Materials are protected by laws and international treaty provisions covering intellectual property and industrial rights. All modifications, changes, improvements and enhancements to the Licensed Materials (collectively "Modifications"), with the exception of the technology clearly independently developed by Licensee that is added to or incorporated in the Licensed Materials, shall be the sole property of OptoMotive d.o.o., and Licensee shall acquire no greater rights therein than specifically provided for in this Agreement.

Licensee agrees that any Modifications are made solely at its own risk and that OptoMotive d.o.o. accepts no liability whatsoever for any such Modifications and Licensed Materials after implementation of Modification.

5. Confidentiality:

Except as otherwise expressly permitted in Section 2 (License Grants), Licensee shall (a) maintain the confidentiality of the Licensed Materials; and (b) not make the Licensed Materials available in any form to any person other than to its employees and contractors who have a genuine "need to know" on behalf of Licensee for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of OptoMotive d.o.o. (and its licensors, if any) than those contained herein. Licensee represents to OptoMotive d.o.o. that it maintains a system of confidentiality consistent with commonly accepted practices in the semiconductor industry to protect its own confidential business information, including written agreements with employees and contractors, and that the Licensed Materials will be protected by such a system to the same extent, but in no event with less than reasonable care. Licensee shall be liable to OptoMotive d.o.o. for any failure of its contractors to comply with the terms and conditions of the Agreement as if such failure was a failure of the Licensee. Licensee agrees that a breach of this Agreement may result in irreparable and continuing damage to OptoMotive d.o.o. for which there may be no adequate remedy at law, and OptoMotive d.o.o. shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief (including monetary damages) as may be proper.

6. Disclaimers:

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6.2. LICENSEE ACKNOWLEDGES THAT USE OF THE LICENSED MATERIALS IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

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7. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

7.1. IN NO EVENT SHALL OPTOMOTIVE D.O.O. OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE LICENSED MATERIALS, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY;

7.2. IN NO EVENT SHALL THE ENTIRE LIABILITY OF OPTOMOTIVE D.O.O. OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY OPTOMOTIVE D.O.O. FROM LICENSEE FOR THE LICENSED MATERIALS;

7.3. THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF OPTOMOTIVE D.O.O. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

7.4. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

8. Term and Termination:

8.1. Term: This Agreement will commence upon the date that Licensee clicks the "accept" or "agree" button or otherwise accesses, downloads, installs or uses the Licensed Materials, whichever occurs first, and will remain effective until terminated in accordance with this Section 8.

8.2. Termination by Licensee: Licensee may terminate this Agreement at any time for any or no reason by destroying the Licensed Materials and all copies and derivative works, and providing notice to OptoMotive d.o.o. of same.

8.3. Termination by OptoMotive d.o.o.: OptoMotive d.o.o. may terminate this Agreement for material breach by Licensee, provided that OptoMotive d.o.o. has given written notice to Licensee of such breach and Licensee fails to cure such breach within thirty (30) days thereof; provided, however, in the event of a breach of confidentiality under Section 5 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to OptoMotive d.o.o., then OptoMotive d.o.o. may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

8.4. Effects of Termination: Upon termination of this Agreement the licenses and rights granted by OptoMotive d.o.o. hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies and derivative works, and all related documentation and certify such destruction in writing to OptoMotive d.o.o.. Each party's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Sections 4 (Ownership); 5 (Confidentiality); 6 (Disclaimers); 7 (Limitation of Liability), 8.4 (Effects of Termination); and 9 (General).

9. General:

9.2. Export Compliance: Licensee shall adhere to all applicable import and export laws and regulations of Licensee's country without limitation.

9.3. Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the Republic of Slovenia, without reference to conflict of laws principles. The provisions of the UN Vienna Convention on International Sale of Goods (1980) shall not apply, where relevant. Any disputes arising out of this agreement, shall be exclusively resolved by the competent court in Ljubljana, Slovenia

9.4. Assignment: Licensee shall not assign this Agreement or transfer any of the rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of OptoMotive d.o.o.. Any merger, acquisition, reorganization, change of control, or the like, involving Licensee shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of OptoMotive d.o.o. and its successors and assigns, and will be binding on Licensee's permitted assignees.

9.5. Waiver; Amendment: No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or modification or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

9.6. Severability: If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid, illegal or unenforceable, then such provision shall be enforced to the maximum extent permissible to carry out the intent of the parties, otherwise stricken, and the remainder of this Agreement shall continue in full force and effect.

9.7. Notices: Any notices required or permitted by this Agreement shall be in writing and delivered to the address provided by each party to the other in connection with this Agreement, or to such other address as either party may specify in writing. Notices to OptoMotive d.o.o. shall be addressed to the attention of: OptoMotive, mehatronika d.o.o., V Murglah 229, SI-1000 Ljubljana, Slovenia.

9.8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the Licensed Materials, and supersedes all prior or contemporaneous discussions, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by Licensee shall be binding on OptoMotive d.o.o. unless expressly agreed to in writing and signed by OptoMotive d.o.o.

In the case of LICENSOR:

OptoMotive, mehatronika d.o.o.

V Murglah 229
SI-1000 Ljubljana
Slovenia, EU

Attention: Barbara Rakovec Gorkič
Chief Executive Officer

In the case of LICENSEE:

Attention: