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**D. INVOICING.** The licensee agrees to pay CISC Semiconductor the license fees and applicable taxes as set forth above, in accordance with the payment terms specified in the CISC Semiconductors quotation/invoice.

## **Article 3 – SERVICE PROVISIONS**

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Licensee may purchase two different types of Services for the Licensed Programs pursuant to this Agreement: (i) Maintenance Service and (ii) Support Service

**A. PREREQUISITES.** In order for Licensee to receive Services from CISC Semiconductor, Licensee must: (i) register each Licensed Program; (ii) appoint (a) trained and qualified Technical Support Contact(s) who will maintain the integrity of the Licensed Program(s) and act as Licensee's personal contact for all technical communications. The number of Technical Support Contacts will be determined by the specific Services purchased by Licensee. The licensee must provide the name(s) of the Technical Support Contact(s) prior to the initial contact with CISC Semiconductors applications engineers. All technical communication by Licensee and all Documentation provided by CISC Semiconductors pursuant to this Article 3 shall only be made by and to the Technical Support Contact(s). Licensee may change the Technical Support Contact(s) on written notice to CISC Semiconductor; (iii) obtain training on the Use of the Licensed Program(s) for the Technical Support Contact(s); (iv) provide access to Licensee's technical infrastructure for CISC Semiconductor to and use of all information and system facilities necessary, in CISC Semiconductor's sole judgment but subject to Licensee's applicable security requirements, to provide in-time purchased Services; (v) follow operating instructions, procedures and recommendations specified in the Documentation and/or as provided by CISC Semiconductor's Services application engineers; (vi) notify CISC Semiconductor of any discovered Errors, malfunctions or other problems regarding the Licensed Programs in accordance with CISC Semiconductor then-current notification procedure. If CISC Semiconductor believes that a reported problem is not due to an error in the Licensed Program, CISC Semiconductor will so notify Licensee; (vii) pay the applicable Service fees, either for Maintenance Service and/or Support Service for each Licensed Program as set forth in CISC Semiconductor current invoice.

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D. **ADDITIONAL SERVICES.** CISC Semiconductor shall provide Additional Services pursuant to a separate agreement on request by Licensee. Additional Services areas: (i) custom programming services; (ii) training (remote and on-site); (iii) the relocation of the Licensed Program from the Designated Equipment.

E. **EXCLUSIONS.** CISC Semiconductor shall have no obligation to provide Services for (i) Licensee induced problems associated with the Designated Equipment; (ii) an altered, damaged or Licensee-modified Licensed Program or any portion of the Licensed Program incorporated with or into any other software; (iii) problems caused by Licensee's negligence, abuse, misapplication, use of the Licensed Program other than as specified in the Documentation, or other causes beyond CISC Semiconductor's reasonable control; (iv) a Licensed Program installed on any hardware, operating system version or network environment not registered with CISC Semiconductor; (vi) problems caused by Licensee's installation or use of other programs than the Licensed Program except the operating system with the Designated Equipment; (vii) hardware-related problems.

F. **SERVICE TERM.** The default term for services under this Article 3 is as follows: (a) on the issuance of a Perpetual or Three (3) Year License Term the fee for the initial term of Services for the first year, starting from the date of delivery of the Licensed Program to Licensee unless earlier terminated in accordance Article 3 – Subsection G – herein, is included in the license fee and shall be automatically renewed year by year for the duration of License Term for additional one (1) year term(s) after its expiration of the term unless Licensee fails to pay CISC Semiconductor's invoice for renewal of Services within thirty (30) days or gives CISC Semiconductor written notice of its intention not to renew. (b) on the issuance of a One (1) Year License Term or Monthly License, the fee for the initial term of Services is included in the license fee, starting from the date of delivery of the Licensed Program to Licensee, unless earlier terminated in accordance Article 3 – Subsection G – herein.

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H. **INVOICING.** Service fees will be billed annually and are payable in advance of the Licensee's renewal date. Payments are exclusive of any transaction taxes, including sales, use, consumption, value-added and similar transaction taxes, which may be imposed in accordance with applicable laws as a result of the Services provided hereunder.

## **Article 4 – LIMITED WARRANTY AND LIABILITY PROVISIONS**

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## **Article 5 - GENERAL**

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A. **NON-DISCLOSURE.** Licensee agrees to use means at least equal to but in no event less than reasonable to that used by Licensee to protect its own Confidential Information to prevent unauthorized disclosure or use of CISC Semiconductor's Confidential Information. Licensee shall not use CISC Semiconductor's Confidential Information for purposes other than those necessary to carry out the terms of this Agreement and shall limit access to such Confidential Information to those employees with a need to know in the course of their employment.

B. **NOTICES.** All notices, approvals or consents required or permitted under this Agreement shall be in writing and shall be delivered by personal service, confirmed facsimile, express courier, to CISC Semiconductor at the address set forth herein. All notices shall be deemed effective upon receipt if delivered personally or sent by confirmed facsimile or express courier.

C. **CHOICE OF LAW.** It is explicitly agreed by the Parties that this Agreement shall not be governed by the United Nations Convention on Contracts for International Sale of Goods and is excluded from this Agreement; rather, this Agreement shall be deemed to have been made in and shall be construed the according to the laws of Austria.

D. **JURISDICTION.** Unless otherwise stated, disputes in regard to this Agreement will be resolved by the Courts in Klagenfurt/Austria and shall be held in the German language.

E. **RECOVERY OF FEES AND COSTS.** In the event suit is brought by either Party to enforce this Agreement, the prevailing party shall recover costs and expenses, including, without limitation, reasonable attorneys and experts fees.

F. **NO WAIVER.** The failure of either Party to enforce any provision of this Agreement for any period of time shall not be deemed a waiver of future enforcement of that or any other provision.

G. **ANNOUNCEMENT.** The licensee agrees that CISC Semiconductor may issue press releases and other public information identifying the Licensee and the amount of the overall contract.

H. **SEVERABILITY.** If any provision of this Agreement is determined by a court to be, or becomes, invalid, unenforceable or illegal, such provision shall be (1) modified to be made valid, enforceable and legal in such a manner as to best effectuate the intent of the parties at the inception of this Agreement, or (ii) be deemed eliminated where such modification is not practicable; the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such modification or deletion.

I. **INJUNCTIVE RELIEF.** The parties agree that a material breach of this Agreement adversely affecting CISC Semiconductor's Intellectual Property Rights in the Software or Confidential Information would cause irreparable injury to CISC Semiconductor for which monetary damages would not be an adequate remedy and CISC Semiconductor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

J. **INDEPENDENT CONTRACTORS.** The relationship of the Parties to this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or to give either party the power to direct or control the day-to-day activities of the other.

K. **FORCE MAJURE.** Except for the obligation to make payments hereunder, neither party shall be liable for any delay in performance due to unforeseen circumstances or causes beyond its reasonable control, including without limitation acts of God, accident, failure or breakdown of components, labor difficulties or compliance with any law, regulation or order of any governmental body.

**L. ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding and agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter and is valid for all purchase orders or similar actions from May 1st, 2024 onwards. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of the party against whom enforcement is sought.

CISC Semiconductor GmbH, Klagenfurt, AUSTRIA

Revision: May 1st, 2024