

Intel Confidential

PRE-PRODUCTION SOFTWARE LICENSE AGREEMENT

This **PRE-PRODUCTION SOFTWARE LICENSE AGREEMENT** (the “**Agreement**”) is made and entered into as of March 2, 2020 (“**Effective Date**”) by and between Intel Corporation, a Delaware corporation having its principal place of business at 2200 Mission College Boulevard, Santa Clara, California 95054, USA (“**Intel**”) and Centerm Information Co., Ltd., a Chinese company established and existing under the laws of the People’s Republic of China, located at 2/F, NO.22 Star-net Science Plaza Juyuanzhou, NO.618 Jinshan Road, Fuzhou, Fujian, China, 350028 (“**Licensee**”). Intel and Licensee are each referred to in this Agreement as a “**Party**” or, collectively as the “**Parties**”.

Subject to the terms and conditions of this Agreement, Intel will provide software described in Exhibit A and grant related license to Licensee as described in this Agreement at the prices provided in Exhibit A.

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

The following definitions apply in this Agreement:

- 1.1. “**Confidential Information**” has the meaning given in the CNDA.
- 1.2. “**CNDA**” means the Corporate Non-Disclosure Agreement #1257902 entered into by the Parties.
- 1.3. “**Derivative Work**” means a derivative work, as defined in 17 U.S.C. § 101, of the Software Source Code that the Licensee developed hereunder.
- 1.4. “**Documentation**” means the user manuals and other written materials that describe the Software, its operation and matters related to its use, that Intel provides in connection with the Software, and any updated, improved or modified version(s) of those materials, whether provided in published written material, on magnetic media or communicated by electronic means.
- 1.5. “**Executable Code**” means computer programming code in binary form suitable for machine execution by a processor without the intervening steps of interpretation or compilation.
- 1.6. “**Fees**” means any applicable License Fees and Royalties as described in Section 3.
- 1.7. “**Licensed Patent Claims**” means the claims of Intel’s patents that are necessarily and directly infringed by the reproduction and distribution of the Software that is authorized in Section 2.1, when the Software is in its unmodified form as delivered by Intel to Licensee and not modified or combined with anything else.
- 1.8. “**Licensed Products**” means Licensee’s products running on Intel platform/s which includes Intel CPU, Movidius VPU and Intel FPGA.
- 1.9. “**Open Source Software**” means:

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- (A) Any software that requires as a condition of use, modification, or distribution of the software that that software or other software incorporated into, derived from or distributed with that software:
 - (1) be disclosed or distributed in Source Code;
 - (2) be licensed by the user to third parties for the purpose of making or distributing derivative works; or
 - (3) be redistributable at no charge.
- (B) Open Source Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models substantially similar to any of the following:
 - (1) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL);
 - (2) the Artistic License (e.g., PERL);
 - (3) the Mozilla Public License;
 - (4) the Netscape Public License;
 - (5) the Sun Community Source License (SCSL);
 - (6) the Sun Industry Source License (SISL); and
 - (7) the Common Public License (CPL).

- 1.11. **“Software”** means the pre-production software described in Exhibit A, as delivered by Intel to Licensee, and any updated or improved version of the software that Intel provides to Licensee under this Agreement, if any if any, but does not include Open Source Software or any computer programming code that is subject to an agreement, obligation or license (whether or not accompanying the computer program) intended to supersede or override this Agreement.
- 1.12. **“Source Code”** means a form in which a computer program's logic is easily deduced by a human being with skill in the art, such as a printed listing of the program or a form from which a printed listing can be easily recognized.
- 1.13. **“Standard”** means any generally recognized technical standard promulgated, distributed, specified, or published by an entity whose activities include developing, promulgating, or otherwise producing standardized technology specifications or protocols for adoption by product manufacturers or the public. “Standards” includes “de facto” technical standards that are initially introduced by one or more entities, which then become more widely adopted by others in other products. Examples of Standards include GSM, GPRS, EDGE, CDMA, UMTS, LTE, WCDMA, WiFi (also known as 802.11[x]), Bluetooth (also known as 802.15.1), and defacto standards such as HTML or VHS (video). Examples of entities that promulgate, distribute, specify or publish Standards include the IEEE, IEC, ITU, 3GPP, ETSI, and the USB Implementers' Forum.

2. LICENSE GRANT

- 2.1. **Grant.** Subject to the terms and conditions of this Agreement, Intel hereby grants Licensee, during the term of this Agreement, a limited, nonexclusive, nontransferable, revocable, worldwide license, during the term of this Agreement, without the right to sublicense:
 - (A) under Intel's copyrights (subject to any third party licensing requirements), to

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- i. reproduce the Software, including Derivative Work, in each case only for Licensee's own internal evaluation, testing, validation, and development of Licensed Products and any associated maintenance thereof;
 - ii. internally prepare Derivative Works of, or make modifications to the Software for the purpose of developing Licensed Products, if provided or otherwise made available by Intel to Licensee in Source Code format;
 - iii. publicly perform or display an Executable Code representation of the Software and Derivative Work created by Licensee, in each case only when integrated with and executed by a Licensed Product;
 - iv. distribute an Executable Code representation of the Software provided by Intel and Derivative Work created by Licensee, solely as embedded in or for execution on the Licensed Products; and
 - v. reproduce and distribute the Documentation as is reasonably necessary for Licensee to exercise Licensee's license rights under this Section 2.1.
- (B) under Intel's Licensed Patent Claims, to:
- i. make copies of the Software internally only, but this right does not include the right to sublicense;
 - ii. use the Software internally only, but this right does not include the right to sublicense; and
 - iii. offer to distribute, and distribute, but not sell, the Software under the license under Intel's copyrights granted in Section 2.1(A), but only under the terms of that license under Intel's copyrights and not as a sale, but this right does not include the right to sublicense;
 - (a) provided, however, that Licensee may only distribute the Software in Executable Code and only under Intel's End User Software License Agreement attached as Exhibit B and only for use with Intel products and only as part of or incorporated into Licensed Products; and
 - (b) provided, further, that the license under the Licensed Patent Claims does not and will not apply to any modifications to, or Derivative Works of, the Software, even if the modification and Derivative Works are permitted under Section 2.1(A) and Exhibit A.

2.2. Limitations.

- (A) All right, title and interest in and to the Software and Documentation are and will remain the exclusive property of Intel and its licensors. Except as expressly permitted under Section 2.1, Licensee will not, and will not allow any third party to:
- (1) use, copy or distribute the Software or Documentation;

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- (2) modify, adapt, enhance, disassemble, decompile, reverse engineer, change or create derivative works of the Software; or
 - (3) use the Software to process the data of, or make the Software available online for the use of, third parties.
- (B) The consideration under this Agreement is only for the licenses that Intel expressly grants to Licensee in Section 2.1. Any other rights including, but not limited to, additional patent rights, will require an additional license and additional consideration. Nothing in this Agreement requires or will be treated to require Intel to grant any additional license. Licensee acknowledges that an essential basis of the bargain in this Agreement is that Intel grants Licensee no licenses or other rights including, but not limited to, patent, copyright, trademark, trade name, service mark or other intellectual property licenses or rights with respect to the Software and Documentation, by implication, estoppel or otherwise, except for the licenses expressly granted in Section 2.1. Specifically, except for the licenses that Intel expressly granted Licensee in Section 2.1, Intel grants no licenses or other rights, expressly or by implication, estoppel or otherwise, to:
- (1) make, use, sell, offer for sale, or import modifications of the Software;
 - (2) sell or offer to sell the Software;
 - (3) combine the Software or modified versions of the Software with other items or to use any such combination; or
 - (4) any claims of any patents, patent applications, or other patent rights of Intel other than the Licensed Patent Claims.
- (C) Licensee acknowledges that there are significant uses of the Software in its original, unmodified and uncombined form. The consideration for the license in this Agreement reflects Intel's continuing right to assert patent claims against any modifications or derivative works (including, without limitation, error corrections and bug fixes) of, or combinations with, the Software that Licensee or third parties make that infringe any Intel patent claim.
- (D) Except as expressly permitted under Section 2.1, Licensee will not allow the Software or Documentation to be accessed or used by any third parties. Notwithstanding the foregoing, Licensee's authorized subcontractors approved by Intel in writing may access the Software and Documentation, where the access is incidental to their performing services on Licensee's behalf consistent with the license granted to Licensee under this Agreement, provided Licensee binds those subcontractors to the confidentiality and other restrictions and obligations imposed on Licensee under this Agreement and Licensee is fully liable to Intel for the actions and inaction of those subcontractors.
- (E) Using video analytics to derive biometric or other personal information for the purpose of identifying individuals may be subject to local laws, regulations or customs. Licensee may only use the Software in compliance with such local laws and regulations. If individual consent is required, then Licensee is solely responsible for obtaining any and all consents from individuals.
- 2.3 **Copies.** In addition to the number of copies permissible under Section 2.1(A)(i), Licensee may make a reasonable number of copies of the Software for archival purposes or for use as a backup when the Software is not operational. Licensee must copy all copyright legends, trademarks, trade

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names, and other legends and identification when Licensee copies the Software and Documentation. Licensee will maintain records of the number of copies of the Software and the location of each copy of the Software, and provide copies of those records to Intel upon request.

- 2.4 **Open Source Software.** If Intel provides Open Source Software, that Open Source Software is licensed under the applicable Open Source Software license agreement identified in the Open Source Software comments in the applicable Source Code file(s) and/or File Header provided with the Software. Where applicable, the Documentation may contain additional detail. With respect to the Open Source Software, nothing in this Agreement limits any rights under, or grants rights that supersede, the terms of the applicable Open Source Software license agreement. Licensee will not subject the Software or Documentation, in whole or in part, to any license obligations associated with Open Source Software, including combining the Software or Documentation with Open Source Software, in a manner that subjects Intel, or any portion of the Software, to any license obligations described in the definition of Open Source Software in Section 1.9.

3. **FEES AND TAXES**

3.1. **Fees and Payment.**

During the Term of this agreement, the license is granted under this Agreement for no fee or royalty.

3.2. **Taxes.**

- (A) Licensee 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 (“**Transaction Taxes**”) on amounts payable by Licensee under this Agreement. Intel will separately state on its invoices the Transaction Taxes that Intel is required to collect from Licensee under applicable law. Licensee will provide proof of any exemption from Transaction Taxes to Intel at least fifteen (15) business days prior to the due date for paying an invoice. If Intel does not collect the required Transaction Taxes from Licensee but is subsequently required to remit such Transaction Taxes to any taxing authority, Licensee will promptly reimburse Intel for such Transaction Taxes, including any accrued penalty or interest charges if failure to collect and remit was not due to the fault of Intel.
- (B) All payments will be made free and clear without deduction for any present and future taxes imposed by any taxing authority. If Licensee is required by applicable law to deduct or withhold income taxes (“**Withholding Taxes**”) from amounts payable to Intel under this Agreement, Licensee will remit, and provide Intel with evidence that Licensee has remitted, the Withholding Taxes to the appropriate taxing authority and pay to Intel the remaining net amount. Licensee will provide written notice to Intel of its intent to withhold (including details of the amounts and legal basis for Withholding Taxes) at least fifteen (15) business days prior to the due date for any payments under this Agreement and will cooperate with Intel to reduce any Withholding Taxes. If Intel provides Licensee with valid and official documentation issued by the relevant taxing authority for a lower rate of Withholding Taxes to be applied on that payment, then Licensee will apply the lower rate.
- (C) For the avoidance of doubt, each party is responsible for its own respective income taxes or taxes based on gross revenues or gross receipts.

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4. TERM; TERMINATION

- 4.1. **Term and Renewal.** The term of this Agreement will commence on the Effective Date and continue until the earlier of the date that is three (3) year from the Effective Date or the date the Agreement is terminated in accordance with this Section 4 (the “**Term**”). This Agreement may be renewed and the extended subject to (i) receipt by Intel of a written notice of intention to renew from Licensee not less than sixty (60) days from the date of expiry of the Terms; and (ii) terms and conditions to be mutually agreed by the Parties in writing.
- 4.2. **Termination by Intel.** Intel may terminate this Agreement immediately:
- (A) if Licensee fails to pay when due all or any portion of any amounts payable under this Agreement and does not cure that failure within thirty (30) days after written notice of the failure;
 - (B) if Licensee materially breaches any other provision of this Agreement and fails to correct the breach within thirty (30) days of Licensee’s receipt of written notice of that breach or, if the breach is incapable of cure within thirty (30) days, Licensee fails to take substantial steps toward a cure within that period;
 - (C) if Licensee breaches any provision of Sections 2 or 7; or
 - (D) if Licensee becomes insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for Licensee or for a substantial part of Licensee’s assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Licensee.
- 4.3. **Effect of Termination.**
- (A) Termination (including expiration) of this Agreement will terminate Licensee’s license rights under this Agreement. Termination of this Agreement will not affect licenses of the Software that Licensee granted or Licensed Products that Licensee sold prior to the date of termination or expiration.
 - (B) Within 30 days after termination of this Agreement, Licensee will:
 - (i) furnish Intel a written certification that Licensee has either returned to Intel or destroyed the original and all copies, including partial copies, of the Software that Intel furnished under this Agreement or that Licensee made as permitted by this Agreement, and that no copies or portions of the Software remain in Licensee’s possession or in the possession of Licensee’s employees or agents; and
 - (ii) make prompt payment in full to Intel of all amounts then due plus the unpaid balance of any License Fees as set forth in Exhibit A, together with any applicable taxes.
 - (C) Sections 1, 2.2, 2.3, 2.4, 3, 4.3, 5, 7, 8, 9, 10 and 11 will survive expiration or termination of this Agreement.

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5. OWNERSHIP AND FEEDBACK

- 5.1. **Intellectual Property Rights.** Intel owns Intellectual Property Rights of the Intel delivered Software under Exhibit A and Documentation. Licensee will own all copyrights in the Derivative Works.
- 5.2. **Feedback.** To the extent Licensee provides Intel with Feedback, Licensee grants to Intel and Intel accepts, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, under Licensee's intellectual property rights to the Feedback to incorporate or otherwise use Feedback as provided by Licensee to Intel. "**Feedback**" means Licensee's requirements, inputs, comments, responses, opinions, feedback and errata, whether oral or written, concerning the Software and Documentation and Licensee's technical system requirements for Intel to include in the Software definition, design or validation.

6. SUPPORT

- 6.1. **Services.** Intel has no obligation to maintain or support the Software or Documentation. Under no circumstances will Intel have any obligation to Licensee or its customers with respect to maintenance or support of the Software. However, if Intel agrees to perform services requested by Licensee, those services will be billed to Licensee at prices and on terms to be separately agreed by the Parties.

7. CONFIDENTIAL INFORMATION

- 7.1. **Non-Disclosure Agreements.** All Confidential Information that each Party discloses in the course of performance under this Agreement will be subject to the terms set forth in the CNDA. The terms of the CNDA will govern in all conflicts between this Agreement and the CNDA. In no event will disclosure of Confidential Information in accordance with the licenses granted in Section 2 of this Agreement be considered a breach of the CNDA. The existence of this Agreement and its contents are the Confidential Information of both Parties.

8. INDEMNITY

- 8.1. Licensee will, at Licensee's own expense, indemnify and hold Intel and its affiliates, licensors and suppliers (including their respective directors, officers, employees, and agents) harmless against all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorney fees) ("**Indemnified Claim**"), arising out of or relating to, directly or indirectly:
- (A) infringement of patents or copyrights or misappropriation of trade secrets of any third party by the Derivative Works, or any portion of the Derivative Works, in the form delivered to Intel;
 - (B) Licensee's breach of any provision of this Agreement, including but not limited to Section 2;
 - (C) product liability, personal injury or death associated with any unintended use of the Software; or
 - (D) Licensed Products of the Licensee or distribution of Software by Licensee.

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- 8.2. Licensee will pay any costs and damages finally awarded against Intel that are attributable to any Indemnified Claim or that Intel incurs through settlement of an Indemnified Claim, but will not be responsible for any compromise that Intel makes or expense that Intel incurs without Licensee's consent. The defense and payments are subject to the condition that Intel gives Licensee prompt written notice of the Indemnified Claim, allows Licensee to direct the defense and settlement of the Indemnified Claim, and cooperates with Licensee as reasonably necessary for defense and settlement of the Indemnified Claim.
- 8.3. **Exclusions.** For the avoidance of doubt, in no event will Intel have any obligation to indemnify or defend against any allegations or claims asserted against Licensee in any suit or proceeding, including without limitation the following claims:
- (A) those attributable in whole or in part to modifications of the Software, or Licensee's use of the Software where that use is contrary to the license granted by Intel in this Agreement;
 - (B) those based on an allegation that the Software implements or complies with, in whole or in part, a Standard; or
 - (C) those asserting that Licensee willfully infringed.

9. EXCLUSION OF WARRANTIES

- 9.1. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND FROM INTEL OR FROM ANY OTHER PERSON OR ENTITY INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE IN TRADE.
- 9.2. INTEL DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS WITHIN THE SOFTWARE.

10. LIMITATION OF LIABILITY

- 10.1. IN NO EVENT WILL INTEL OR ITS AFFILIATES, LICENSORS OR SUPPLIERS (INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST DATA) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. THE SOFTWARE LICENSED HEREUNDER IS NOT DESIGNED OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO PERSONAL INJURY OR DEATH.

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10.3. THE LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTEL AND LICENSEE. LICENSEE ACKNOWLEDGES INTEL WOULD BE UNABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.

11. GENERAL PROVISIONS

11.1. Notices

All notices and consents required or permitted to be given under this Agreement must be in writing and notices will be considered delivered (A) when received if delivered by hand, (B) the next business day after being sent by pre-paid, nationally-recognized, overnight air courier with tracking capabilities, (C) five (5) business days after being sent by registered or certified airmail, return receipt required, postage prepaid, and (D) when sent, if sent during the recipient’s normal business hours (or on the recipient’s next business day, if not sent during normal business hours) by electronic mail or confirmed facsimile to the electronic mail address or facsimile number (if any) set forth below (provided that a copy of the notice is concurrently sent pursuant to any of the methods specified in subsections (A), (B), or (C) of this Section). All notices must be addressed as follows:

If to Licensee:

Centerm Information Co., Ltd
2/F, NO.22 Star-net Science Plaza
Juyuanzhou, NO.618 Jinshan Road,
Fuzhou, Fujian, China, 350028

If to Intel:

Intel Corporation
2200 Mission College Blvd
Santa Clara, CA 95054
Attention: General Counsel
Reference ID: IOTG Legal

With a copy to:
Post Contract Management

Intel Corporation
Post Contract Management, M/S FM3-78
1900 Prairie City Road
Folsom, CA 95630

Either Party may give written notice of a change of address and after notice of such change has been received, any notice or request will be given to that Party at the changed address. For purposes of this Section, a “business day” is any day other than a Saturday, a Sunday, or a national public holiday in the country of the sender or the recipient.

11.2 **Audit Rights.** During the term of this Agreement and for a period of two (2) years thereafter, Licensee will keep adequate records containing data reasonably required for verification of all Fees to be paid under this Agreement. Upon reasonable advance notice, and no more than once every six (6) months, Intel will have the right to inspect, or have an independent auditor inspect, the Licensee’s facilities and records, during normal business hours to verify the Licensee’s compliance with the terms and conditions of the Agreement. Intel shall bear the cost of such audit; provided however, if an audit discloses that the Licensee is not compliant with these terms, Intel may exercise any or all rights and remedies provided under the Agreement or by law including, but not limited to, if the audit reveals an underpayment of five percent (5%) or greater,

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the right to recover reasonable third party costs of the audit and the underpayment. Intel may charge a late fee on any underpayment at the rate of eighteen percent (18%) per annum or the maximum permitted by law. Licensee will permit or provide for completion of any Audit within forty-five (45) days of notice.

- 11.3 **Export.** Licensee acknowledges that the Software, Documentation and all related technical information or materials is subject to export controls under the laws and regulations of the United States and any other applicable governments. Licensee agrees to comply with these laws and regulations governing export, re-export, import, transfer, distribution, and use of the Software, Documentation and all related technical information or materials. In particular, but without limitation, the Software, Documentation and all related technical information or materials may not be exported or re-exported (A) into any U.S. embargoed countries or (B) to any person or entity listed on a denial order published by the U.S. government or any other applicable governments. By using the Software, Documentation and all related technical information or materials, Licensee represent and warrant that Licensee is not located in any such country subject to U.S. sanctions and is not an entity listed on such denial order. Licensee also agrees that Licensee will not use the Software, Documentation and all related technical information or materials for any purposes prohibited by the U.S. government or other applicable governments' laws, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons. Licensee confirms that the Software, Documentation and all related technical information or materials will not be re-exported or sold to a third party who is known or suspected to be involved in activities including, without limitation, the development, design, manufacture, or production of nuclear, missile, chemical or biological weapons. Licensee agrees that Software, Documentation and all related technical information or materials subject to control under defense laws and regulations (e.g., the International Traffic in Arms Regulations [ITAR]) must not be transferred to non-U.S. persons, whether located in the U.S. or abroad, without a government license.

11.4 **No Sublicensing, Assignment or Transfer**

- (A) Licensee may not delegate, assign or transfer this Agreement, or any of Licensee's rights and obligations under this Agreement, whether by contract, operation of law, or any other event without the prior written authorized consent of Intel; provided, however, that Licensee may assign this Agreement in whole without such consent and upon fifteen (15) days prior written notice to Intel, to an entity that acquires all or substantially all of the business or assets of Licensee to which this Agreement pertains, whether by acquisition, merger, consolidation, sale of all or substantially all of Licensee's outstanding shares or assets, or other changes in control. Any attempt to do so in violation of the preceding sentence will be a material breach of this Agreement and will be null and void. In addition, Licensee may not sublicense, assign or transfer any Software, Documentation, Confidential Information or any part of the Software, Documentation or Confidential Information, or any right in this Agreement, whether by contract, operation of law, acquisition, merger, consolidation, sale of all or substantially all of a party's outstanding shares or assets, other changes in control, or any other event, to any third party temporarily (such as loaning, rental, licensing or timeshare) or permanently, except as expressly permitted under Section 2.1 or 2.2 or this 11.4, without the prior written consent of Intel in each instance which consent Intel may withhold in its sole discretion. Any attempted sublicense, assignment or transfer that is not expressly permitted under Section 2 or this 11.4 or is without consent will be a material breach of this Agreement and will be null and void. Subject to the other

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provisions of this Section 11.4, this Agreement will bind and inure to the benefit of the Parties and their permitted successors and assigns.

- (B) Licensee agrees that this Agreement binds Licensee and each of Licensee's affiliates and the employees, agents, representatives and persons associated with any of them.

- 11.5 U.S. Government Contract Provisions.** This Agreement is for Licensee's temporary license of the Software. No Government procurement regulation or contract clauses or provision will be considered a part of any transaction between the Parties under this Agreement unless its inclusion is required by statute, or mutually agreed upon in writing by the Parties in connection with a specific transaction. The technical data and computer software covered by this license is a "Commercial Item," as that term is defined by the FAR 2.101 (48 C.F.R. 2.101) and is "commercial computer software" and "commercial computer software documentation" as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use by and on behalf of the U.S. Government, with only those rights as are granted to all other end users under the terms and conditions in this Agreement. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this Software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer Software or documentation covered by this license. All copyright licenses granted to the U.S. Government are coextensive with the technical data and computer Software licenses granted in this Agreement. The U.S. Government will only have the right to reproduce, distribute, perform, display, and prepare derivative works as needed to implement those rights.
- 11.6 Force Majeure.** Except for Licensee's obligations under Section 3, neither Party will be liable to the other Party for delay in performing its obligations, or failure to perform any obligations, under this Agreement, if the delay or failure results from circumstances beyond the control of that Party including but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict, terrorist act or civil commotion. If there is a delay, the time for performance will be extended by the amount of time lost by reason of the delay; provided, however, should an event of force majeure described in this Section delay either Party's performance in any material respect for a period of more than ninety (90) days, then the other Party will have the option, upon giving written notice, to terminate this Agreement or the relevant portion of this Agreement affected by the delay.
- 11.7 Waiver and Severability.** If either Party fails to enforce at any time any of the provisions of this Agreement, or to exercise any election of options provided in this Agreement, that failure will not constitute a waiver of that provision or option, or affect the validity of this Agreement or any part of this Agreement, or the right of the waiving Party to enforce subsequently each and every provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.
- 11.8 Publicity.** Neither Party may use the name of the other in any advertising or other form of publicity or make any press release or other public statements in connection with this Agreement, without first obtaining prior written approval of the other Party. All statements by the Parties permitted hereunder must describe the scope and nature of their participation accurately and appropriately and must be limited to statements of fact.

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11.9 Governing Law; Jurisdiction

- (A) The procedural and substantive laws of the State of Delaware, U.S.A., without regard to its conflicts of laws principles, will govern this Agreement. This Agreement is prepared and executed and will be interpreted in the English language only, and no translation of the Agreement into another language will have any effect. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.
- (B) The state and federal courts located in the State of Delaware have exclusive jurisdiction of all disputes and litigation arising out of or related to this Agreement including, without limitation, matters connected with its performance. Each Party irrevocably submits to the personal jurisdiction of those courts and irrevocably waives all objections to such venue.

11.10 Entire Agreement. This Agreement, every Exhibit to this Agreement and CNDA, and any amendments to those documents, contain the complete and exclusive agreement and understanding between the Parties concerning the subject matter of this Agreement, and supersede all prior and contemporaneous proposals, agreements, understandings, negotiations, representations, warranties, conditions, and communications, oral or written, between the parties relating to the same subject matter. Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and will not be entitled to rely on, any oral or written representations, warranties, conditions, understandings, or communications between the parties that are not expressly set forth in this Agreement. Only a written instrument duly executed by authorized representatives of Intel and Licensee may modify this Agreement.

The Parties have executed this Agreement as of the Effective Date.

Intel Corporation

DocuSigned by:
 Signature: *Alec Gefrides*
9A3A96F59F3E4D9...
 Name: Alec Gefrides

Title: GM, Transactional Retail

Centerm Information Co., Ltd.

Signature: *[Handwritten Signature]*
 Name:

Title:



LEGAL OK	
<i>Mile Zhao</i>	2020-02-24
Mile Zhao	

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Exhibit A: Software and License Fees**Description of Software licensed:**

Software	Open Source Software and Licenses	Third Party Software	Commercial Distribution Permitted?	Additional Terms (if any)
Transparent Computing Software	Identified in header files	Identified in header files	Yes	Pre-production software released "as is"

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