

***KoliadaES™* MANUFACTURER LICENSE TERMS**

KoliadaES™ is an efficient, modular System Object Model (SOM) platform for embedded systems and provided by Koliada, LLC (“**KOLIADA**”). It provides flexible control over system abstraction footprint that scales to the needs of both lightweight and robust applications. ***KoliadaES™*** comprises two parts; “***KoliadaES™* Runtime**” (the “**Runtime**”) and “***KoliadaESDK™***” (the “**SDK**”).

The Runtime provides core services exposed as ***KoliadaES™*** component APIs and which is installed on a programmable logic device during manufacture thus creating a “***KoliadaES™* Device**” (a “**Device**”). The Runtime is installed separately on the Device by transmission of one or more encoded source files (a “**Runtime Files**”) pursuant to this License agreement.

KOLIADA grants Licensee the non-exclusive right and license set forth in these License Terms (this “**License**”) on a per-Device basis pursuant to a separate Purchase Order by and between Licensee and KOLIADA which incorporates this License by reference. This License is a separate license with respect to each individual subject Device and is transferable only to the extent permitted herein by transfer of that particular individual Device. This License supersedes and excludes terms and conditions set forth in or attached to Licensee’s separate purchase order form, if any, if not set forth herein or in a mutually executed written addendum hereto.

Device as used herein means Licensee’s programmable logic device which is included in the number of authorized Devices specified in the Purchase Order. A Device is configured by installing the Runtime on it pursuant to this License. ***KoliadaES™*** is activated on the Device upon separate download and installation of a ***KoliadaESDK™*** application on the Device, either before or after the Device is so configured. The SDK is KOLIADA-proprietary software which conditions a Device in order to activate, and operate with, the Runtime, pursuant to a separate license agreement.

KOLIADA grants Licensee (and transferees of the Device on which ***KoliadaES™*** is installed), the run-time right and license to install and run an instance of ***KoliadaES™*** on each authorized Device. Such rights are revocable by KOLIADA upon any violation of this License by Licensee (or the transferee). KOLIADA reserves and retains all other rights, title and interest in and to ***KoliadaES™*** and any improved, updated, modified or additional versions or derivatives thereof, and grants no other right, title or interest in or to the same. Licensee (and any transferee) shall not, and shall not permit or assist any third party to, download, install or reproduce ***KoliadaES™*** other than on the particular subject Device, or in any other manner to copy, reverse engineer, reverse assemble, decompile or otherwise attempt to discover or derive the source code of, all or any portion of ***KoliadaES™*** or modify, translate or create derivative works of all or any portion of ***KoliadaES™***.

KOLIADA warrants to the original Licensee only (and not to any subsequent transferee), (A) for a period of ninety (90) days following transmission of the Runtime Files to the applicable Device, that ***KoliadaES™*** will operate in accordance with the specifications and user documentation provided by KOLIADA to Licensee; and (B) for a period of one year following transmission of the Runtime Files to the applicable Device, that ***KoliadaES™*** as initially installed upon such transmission, (i) does not contain any virus, time-bomb, trojan horse, worm or other harmful or disabling code; and (ii) does not infringe, violate or misappropriate any intellectual property rights of any third party. KOLIADA will, at its own cost, indemnify, defend and hold harmless such original Licensee, with counsel of KOLIADA’s selection, against the claim of any third party that ***KoliadaES™*** infringes the rights of the third party under any

valid United States patent or copyright (a "Claim"), provided, that the Licensee shall give KOLIADA prompt notice of the Claim and any written communications received in connection with it, and reasonable cooperation in the investigation, preparation and defense of the Claim. KOLIADA shall have the right to participate in defense of the Claim with counsel of Licensee's own selection at its own expense. KOLIADA shall not enter into any settlement of a Claim binding upon Licensee without Licensee's consent, which Licensee shall not unreasonably withhold. If KOLIADA reasonably anticipates that the Claim may result in injunction prohibiting such original Licensee from operating **KoliadaES™** (or selling a Device on which **KoliadaES™** is installed), KOLIADA shall, at its own discretion, either (a) procure for Licensee the legal right to do so (transferable as bundled with the Device as provided herein), or (b) furnish Licensee for installation in the Device modified or substitute software which is non-infringing, or (c) cancel this License and refund to Licensee the license fee paid to KOLIADA. The foregoing states the sole obligation of KOLIADA and remedy of the original Licensee in connection any Claim. This warranty shall not be interpreted to extend any rights to any third party beneficiary (including without limitation any transferee of any Device) and does not apply in the case of any combination of **KoliadaES™** with any other software or hardware not provided by KOLIADA without which combination the warranty would not be breached.

EXCEPT AS SET FORTH IN THE FOREGOING PARAGRAPH **KoliadaES™** IS PROVIDED "AS IS". KOLIADA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS CONTENT AND PERFORMANCE WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

KOLIADA SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES RELATED TO LICENSEE'S USE OF **KoliadaES™**, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR DATA OR ANY ACTUAL OR ANTICIPATED DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF KOLIADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY LIABILITY OF KOLIADA IN CONNECTION WITH LICENSEE'S PURCHASE, INSTALLATION AND USE OF **KoliadaES™** EXCEED THE LICENSE FEE PAID TO KOLIADA BY LICENSEE.

This License shall be governed by the laws of the State of California without regard to conflict of laws principles. Venue for resolution of disputes arising under this License, including the interpretation and enforceability of any provision hereof, shall be in the state and federal courts of competent jurisdiction in Santa Clara County, California, to the jurisdiction of which all parties hereto agree to submit. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, that provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this License shall not be affected thereby. The failure of KOLIADA to enforce any right under or provision of this License shall not constitute a waiver of that right or provision.