

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT
("Agreement")

BY CLICKING "**I ACCEPT**" USER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS NON-DISCLOSURE AND RESTRICTED USE AGREEMENT. IF USER DOES NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, USER SHALL NOT DOWNLOAD, INSTALL AND/OR USE THE CONFIDENTIAL INFORMATION AND SHALL CLICK THE "**I DO NOT ACCEPT**" BUTTON.

1. Definitions

Capitalized terms shall have the meaning given to them in this Section 1 or as defined otherwise in this Agreement.

- 1.1 "**Confidential Information**" shall mean any and all ideas, concepts, information any and all financial, commercial, business or technical information and data disclosed or provided by Infineon to Recipient, in any medium or form under and/or in connection with this Agreement, which (i) is marked "Confidential" or similar (ii) is designated as confidential before, during or within thirty (30) days after disclosure or (iii) a reasonable person would expect to be treated as confidential.
- 1.2 "**Infineon**" shall mean Infineon Technologies Americas Corp., 101 N Pacific Coast Highway, El Segundo CA 90245, or any of its Affiliates.
- 1.3 "**Affiliate**" shall mean any corporation, company, or other entity, which: (i) is Controlled by Infineon Technologies Americas Corp.; or (ii) Controls Infineon Technologies Americas Corp.; or (iii) is under common Control with Infineon Technologies Americas Corp., for so long as such Control exists. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
- 1.4 "**Discloser**" shall mean Infineon.
- 1.5 "**User**" shall mean you as an individual or the company on whose behalf you are acting in the ordinary course of business by accepting the terms and conditions herein.
- 1.6 "**Recipient**" shall mean User.

2. Confidentiality Obligations

Unless expressly agreed otherwise by the Parties, Confidential Information shall

- i) be used and reproduced by the Recipient for the sole purpose of performing Recipient's rights and/or obligations under or in connection with this Agreement;
- ii) be treated by the Recipient with the same degree of care to avoid unauthorized disclosure to any third party as with respect to the Recipient's own confidential information of like importance but with no less than reasonable care;
- iii) not be reverse engineered, decompiled or disassembled by the Recipient; and
- iv) not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone.

3. Exceptions

The obligations as per Section 2 shall not apply to any information, which the Recipient can demonstrate

- i) is at the time of disclosure already in the public domain or later becomes available to the public domain through no breach by the Recipient of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public;

- ii) is received by the Recipient from a third party free to lawfully disclose such information to Recipient without obligations of confidentiality;
- iii) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation;
- iv) is independently developed by the Recipient without the benefit of any of the Discloser's Confidential Information as evidenced by written documentation;
- v) is approved for release by the Discloser in writing; or
- vi) is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the Recipient provides the Discloser prompt notice of the order and at the Discloser's request and expense reasonably cooperates with the Discloser's efforts to receive a protective order or otherwise limit disclosure.

4. Reservation of Rights

All Confidential Information disclosed pursuant to this Agreement shall remain the property of the Discloser. No license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein.

5. Warranty / Liability

No warranties of any kind are given and no liability of any kind shall be assumed by Infineon with respect to such information or any use thereof, nor shall Infineon indemnify the Recipient against or be liable for any third party claims with respect to such information or any use thereof. The Parties shall have no obligation to enter into any further agreement with each other regarding the Purpose.

Any disclosed prototypes or systems are intended solely for research and development purposes only. Infineon makes no guarantees or promises regarding the commercialization of these prototypes or systems into market-ready modules.

6. Remedies

Each Party agrees that its obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agrees that monetary damages would be inadequate to compensate the other Party for any breach of any covenant or agreement set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other Party shall be entitled to seek injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

7. Term and Termination

- 7.1 This Agreement shall become effective upon User's acceptance of the terms and conditions of this Agreement and shall remain in effect for an unlimited term. Notwithstanding the foregoing, this Agreement may be terminated by Infineon with respect to further disclosures upon thirty (30) days prior written notice to the User. The obligations accruing prior to termination or expiration as set forth herein shall survive termination or expiration of this Agreement for an unlimited period of time or until one of the exceptions in Section 3 to this Agreement applies.
- 7.2 Infineon's Confidential Information under Recipient's control, along with all copies thereof, shall either be returned to Infineon or be destroyed immediately after termination or expiration of this Agreement.

8. Governing Law / Dispute Resolution

- 8.1 This Agreement shall be governed by and construed in accordance with the law in force in the state of California without reference to its conflict of law provisions.

- 8.2 The exclusive place of jurisdiction for all legal disputes arising out of or in connection with this Agreement shall be in state or federal courts located in Los Angeles, California. However, nothing in this Agreement shall preclude either Party from seeking interim measures of protection (including equitable and injunctive relief) in any court of competent jurisdiction.

9. Export Control

The exchange of information contemplated herein may be subject to export control laws or regulations. Each Party agrees to comply with all laws and regulations applicable to the use and distribution of the Confidential Information defined herein, including, but not limited to, anti-terrorism and trade regulations. Further, each Party shall inform the other Party before or upon delivery about export control classification numbers, customs declaration information and necessary documentation and data applicable to information exchanged hereunder.

10. Feedback

Recipient may, from time to time, provide suggestions, comments or other feedback to Infineon solely with respect to Confidential Information provided by Infineon or Infineon's products, services, technologies or business ("Feedback"). Infineon is not required to treat such Feedback as Confidential Information of Recipient and shall be free to act on such Feedback with no obligation to Recipient.

The feedback provided by the Recipient shall become property of Infineon which will retain ownership of all rights, including, but not limited to, intellectual property rights, the survey(s) questionnaires, and the responses by the User. Infineon shall be free to use the feedback to optimize its product and services. Infineon may generate additional intellectual rights using the feedback obtained, which shall solely belong to Infineon.

11. Miscellaneous

- 11.1 **No Assignment.** Neither Party may assign this Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of the other Party.
- 11.2 **Agreement form.** The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form itself can only be waived by mutual written agreement. By clicking on the "I Accept" button, the Recipient acknowledges and agrees that this Agreement shall control over any other confidentiality agreements or requirements of any form, including but not limited to those imposed by an offering memorandum, web-based database, or similar repository of Confidential Information to which the Recipient or its Affiliates is granted access in connection with this Agreement. Notwithstanding the acceptance of such an offering memorandum or submission of an electronic signature, clicking on an "I Accept" icon, or other indication of assent to such additional confidentiality conditions, it is understood and agreed that the Recipient's confidentiality obligations with respect to the Confidential Information are exclusively governed by this Agreement. Such obligations may not be enlarged except by an agreement executed by the Parties hereto in a traditional written format. The act of clicking "I Accept" shall be deemed as a valid and binding form of acceptance of all terms and conditions set forth herein.
- 11.3 **Severability.** The effectiveness of this Agreement shall not be impaired if any provision of this Agreement should be completely or partially invalid or unenforceable. In this case, the Parties shall agree on a provision that meets the economical intention of the invalid or unenforceable provision.