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(2) You represent that you are not an employee, agent, or otherwise affiliated with any company whose primary business is the development or provision of FPGA software tools and/or FPGA devices.

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5. Confidentiality

（1） During the term of the Agreement and thereafter, You shall keep the Confidential Information confidential and shall not disclose or disseminate it to any third party , except on a need-to-know basis to your employees, affiliates' employees, consultants, contractors, and financial, tax, or legal advisors. Any breach of confidentiality by such persons or organizations shall be deemed to constitute a breach of your confidentiality obligations under this Agreement. You shall not use such Confidential Information for any purpose other than as related to the subject matter of the Agreement. Before disclosing Confidential Information, you have the right to request Gowin provide You a brief explanation about such Confidential Information (provided that such explanation shall not disclose Confidential Information) and may decide whether to accept Gowin's Confidential Information after reviewing the brief explanation.

（2） Notwithstanding the above, the obligations of confidentiality set out herein shall not apply to any portion of the Confidential Information that: (i) was already known to you at the time of disclosure; (ii) is or becomes accessible to the public through no fault of you, (iii) is obtained by you from a third party lawfully in possession thereof without restriction on disclosure or use, (iv) is independently ascertained or developed by or for you without use of such Confidential Information.

（3） If you are required to disclose any of the Confidential Information by law, ordinance, rule, regulation (including, but not limited to, those of public stock exchange) or court order applicable to you, notwithstanding the 1st paragraph of this Section 5, you may so disclose such Confidential Information, provided that you take reasonable steps to obtain confidential treatment of such Confidential Information and makes reasonable efforts to give Gowin prior written notice of such requirement together with a copy of the information to be disclosed.

（4） Upon termination of this Agreement, you must (i)return all copies and reproductions thereof, if any, to Gowin, or (ii) destroy or erase all copies and reproductions ,if any, and provide Gowin with a written certificate of such destruction or erasure. For the avoidance of doubt, after termination of this Agreement, you are not required to destroy output data which you obtained using the Software during the term of this Agreement and may continue to use it.

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Any Updates that are provided to you shall be deemed and treated the same as the "Software" under this Agreement for which such Update applies. Also, any support

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL GOWIN OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, 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 SOFTWARE, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (2) THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF GOWIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (3) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

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This Agreement shall be effective until terminated as follows. If the Software licensed hereunder is only for trial or evaluation purposes, then (1) this Agreement and all rights hereunder shall automatically terminate on a date determined (typically 30 or 60 days) or earlier upon notice by Gowin, and (2) certain features and functions of the Software may be disabled by Gowin during the trial/evaluation period. You may terminate this

Agreement at any time by destroying the Software and all copies thereof. This Agreement will terminate immediately without notice from Gowin if you fail to comply with any of the terms and conditions herein. Upon termination of this Agreement for any reason, you must destroy the Software and all copies thereof. The following provisions of this Agreement survive its termination: 1 (Definitions) and all defined terms, 2(2) (Third-Party Licenses) to the extent not separately terminated according to the terms of such licenses, 3 (General limit), 4 (Ownership), 5 (Confidentiality), 7 (DISCLAIMERS), 8 (LIMITATION OF LIABILITY), 9 (Termination) and 10 (General).

10.   General

  (1) Governing Law. This Agreement shall be governed as to all matters, including but not limited to validity, construction and performance by and under the laws of the People's Republic of China. Any dispute arising from or in connection with the Agreement shall be submitted to the Shenzhen Court of International Arbitration for arbitration which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be Shenzhen. The arbitral award is final and binding upon both parties. The prevailing party in any legal action or arbitration arising out of this Agreement shall be entitled to reimbursement for reasonable attorney's fees and expenses, in addition to any other rights and remedies such party may have.

(2) Export Restrictions.
a. You confirm that you are not listed on any trade sanctions list. By downloading and using Software under this Agreement, or if authorized by Gowin, you provide the Software to other parties for use, you agree to comply with all applicable export control and economic sanctions laws, regulations, and other normative legal documents of the United Nations, China, the United States, the European Union, and any other applicable countries and regions (hereinafter referred to as "Export Control Laws and Regulations").You shall not directly or indirectly provide the Software under this Agreement to any entity sanctioned by the trade or economic sanctions lists, or provide to any country or region sanctioned by the countries including but not limited to China, the U.S., the European Union, Japan, and other countries applicated with regulations for export controls, economic sanctions.

b. You shall not directly or indirectly use the Software under this Agreement to support or facilitate any prohibited end uses, including but not limited to the operation, installation, maintenance, repair, overhaul, refurbishment, development, or production of nuclear weapons, weapons of mass destruction, specific rocket systems (including ballistic missile systems, space launch vehicles, and sounding rockets), unmanned aerial vehicles (including cruise missile systems, unmanned target drones, and unmanned reconnaissance aircraft), biochemical weapons, specific marine nuclear propulsion systems, terrorism, military applications, advanced computing, super computer, advanced node semiconductors end use or any other prohibited or restricted end uses.

(3) Assignment. you 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,

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(4) 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.

(5) Interpretation. By clicking to "accept" or "agree" to this Agreement, you acknowledge and agrees that it has read and understood this Agreement, has had an opportunity to discuss this Agreement with its legal and other advisors, and agrees to be bound by the terms and conditions of this Agreement.

END USER LICENCE AGREEMENT FOR <u>CORTEX-M1</u> LICENSED AS PART OF DESIGNSTART FPGA- GOWIN EDITION (ONLY APPLICABLE TO INDIVIDUALS OR ENTITIES THAT USE ARM COMPLIANT CORES DERIVED FROM GOWIN'S IP LIBRARY FOR GOWIN SOFTWARE FOR THE SOLE PURPOSE OF BEING USED ON GOWIN PRODUCTS)

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"ARM Compliant Core" means the Cortex-M1 microprocessor core as described and identified in the Technical Reference Manual.

"Deliverables" means the encrypted Cortex-M1 deliverables and associated Documentation to be provided to you under this Licence.

"Designer" means any entity sub-contracted by you, the User, to provide design resource to you for the development of an Integrated Product.

"Documentation" means the Cortex-M1 Technical Reference Manual contained within the Deliverables.

"Integrated Product" means a system level product manufactured by or for you and which contains at a minimum: (i) a Programmable Device; (ii) non-volatile memory which is ancillary to the Programmable Device; and (iii) an ARM Compliant Core.

"Programmable Device" means a programmable logic device including: (i) a field programmable gate array (FPGA) device; or (ii) complex programmable logic device

(CPLD), manufactured and marketed by or for a Programmable Device Manufacturer.

"Programmable Device Manufacturer" means Gowin Semiconductor Corporation and its subsidiaries ("Gowin").

"Term" means 2 years from the date you click "I agree".

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(ii) use, copy and modify (solely for the purposes of configuring the ARM Compliant Core) the ARM Compliant Core only for the purposes of designing and having designed Integrated Product;

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The Deliverables provided under this Licence are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply fully with all laws and regulations of the United States and other countries ("Export Laws") to ensure that the Deliverables are not: (1) exported, directly or indirectly, in violation of Export Laws, including to any countries that are subject to U.S.A. export restrictions or to any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S.A. government; or (2) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

END USER LICENCE AGREEMENT FOR <u>CORTEX-M3</u> LICENSED AS PART OF DESIGNSTART FPGA- GOWIN EDITION (ONLY APPLICABLE TO INDIVIDUALS OR ENTITIES THAT USE ARM COMPLIANT CORES DERIVED FROM GOWIN'S IP LIBRARY FOR GOWIN SOFTWARE FOR THE SOLE PURPOSE OF BEING USED ON GOWIN PRODUCTS)

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"**Term**" means 2 years from the date you click "I agree".

1. LICENCE GRANTS

1.1 ARM CHINA hereby grants to you, subject to the terms and conditions of this Licence, a non-exclusive, non-transferable licence to:

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(ii) use, copy and modify (solely for the purposes of configuring the ARM Compliant Core) the ARM Compliant Core only for the purposes of designing and having designed Integrated Product;

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