

Software License Agreement

This Software License Agreement (hereinafter referred to as “this Agreement”) made and entered into the day of , 20 (hereinafter referred to as the “Effective Date”) by and between

Murata Manufacturing Co., Ltd. for and on behalf of itself and its Affiliates, with its principal office at 10-1, Higashikotari 1-chome, Nagaokakyo-shi, Kyoto 617-8555, Japan (hereinafter referred to as “Murata”),

and

[Company Name], with its principal office at [Official Address] (hereinafter referred to as “Licensee”). Murata and Licensee are hereinafter collectively referred to as “Parties” and individually, a “Party”.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. (Definitions)

- 1.1. **“Affiliate”** shall mean a company controlled by Murata. For the purpose of this section “control” means to, directly or indirectly, own more than fifty (50) percent of another company’s voting capital.
- 1.2. **“Licensed Program”** shall mean any software program, identified in the Exhibit A attached hereto, including any Updates.
- 1.3. **“Software”** shall mean any Licensed Program and any relevant documentation and/or information.
- 1.4. **“Update”** shall mean a change or a revision to Licensed Program with bug fixes, patches, error corrections and other enhancements provided by Murata from time to time.
- 1.5. **“Murata’s Products”** shall mean BCG Sensor Module or Node products developed by Murata and directly or indirectly purchased by the Licensee, identified in the Exhibit A attached hereto, in which the Licensed Program is incorporated.
- 1.6. **“Customers”** shall mean Licensee’s direct or indirect customers purchasing Licensee’s mass-produced products in which the Murata’s Products is incorporated.
- 1.7. **“Licensor”** shall mean a licensor of the original Licensed Program.
- 1.8. **“Intellectual Property Rights”** shall mean any patents, patent right, trademarks, copyrights, know-how and any other intellectual property rights.

Article 2. (License)

- 2.1 Subject to the terms and conditions hereof, Murata hereby grants to Licensee for the term of this Agreement, a limited, non-exclusive, royalty-free, non-transferable, non-sub-licensable, license to distribute Licensed Program to Customers, provided that in each instance Licensed Program are

distributed solely and exclusively in an executable format embedded in Licensee's products (as specified in Exhibit A.3.) ("Licensee's Products") and in combination with Murata's Products. Notwithstanding the foregoing, you may not modify or further distribute or transfer any documentation contained in or provided by Murata with the Licensed Program.

- 2.2 In case Licensed Programs include software under the terms and conditions of GPL, BSD or other open source licenses, the terms and conditions of such open source licenses shall prevail over the same on this Agreement.

Article 3. (No Open Source)

In Licensee's exercise of the rights granted under this Agreement, Licensee shall not take any action or enter any agreement that would result in any contractual requirement that Murata, its Affiliates, Licensor or Licensee make available to a third party any of the source code of Licensed Program.

Article 4. (Support)

Murata may provide technical support as detailed in Exhibit B attached herein, in connection with the Software.

Article 5. (Intellectual Property Rights)

- 5.1. Murata or Licensor shall retain ownership of the original and any whole or partial copies of the Software and any and all Intellectual Property Rights therein.
- 5.2. During the term of this Agreement, Licensee shall not assert any claim of patent infringement against Murata, its Affiliates, any of Licensor, or any licensees of such Licensor, of the Software.

Article 6. (Feedback)

Licensee agrees that any feedback or ideas Licensee provides to Murata regarding any Software or any suggested improvements thereto (together, the "Feedback") will be the exclusive property of Murata or Licensor. To the extent Licensee owns any rights in the Feedback, Licensee hereby agrees to, and hereby does, assign all right, title and interest in and to the Feedback to Murata or Licensor. Licensee agrees to perform all commercially reasonable acts requested by Murata to perfect and enforce such rights.

Article 7. (Restriction)

- 7.1. Licensee, without a prior written consent of Murata, shall not:
- (i) use, copy, alter, change, modify or improve, demonstrate, reproduce, disclose, distribute, sublicense, publish or otherwise provide third parties access to any portion of the Software, including all copies thereof, except as expressly authorized by this Agreement;
 - (ii) reverse engineer, decompile or disassemble the Licensed Program, including all copies thereof;
 - (iii) remove or alter any proprietary markings or notices from the Software, including all copies

thereof;

- (iv) extract the Licensed Program from the Murata's Products; and
- (v) disassemble, decompile, or any reverse engineer the Licensed Program

7.2. Licensee shall indemnify Murata, its Affiliates and its Licensor and hold them harmless from any and all liabilities, claims, costs, losses, and expenses including, but not limited to, reasonable attorneys' fees and costs of suit incurred by Murata, its Affiliates and Licensor, or both, arising out of or relating to Licensee's misuse, upgrade, additions, alteration, marketing, disclosure, sale, sublicensing, or other distribution of the Software.

Article 8. (Third Party Rights)

- 8.1. Software may include software licensed from third parties ("Third Party Software"). Third Party Software is subject to the license terms and disclaimers (together, the "Terms") provided by the licensor. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSEE'S USE OF EACH ITEM OF THIRD PARTY SOFTWARE IS GOVERNED BY ITS APPLICABLE TERMS, AND MURATA, ITS AFFILIATES AND LICENSOR ASSUME NO RESPONSIBILITY FOR, AND MAKE NO WARRANTY WITH RESPECT TO, THIRD PARTY SOFTWARE.
- 8.2. Licensee may need to obtain software from third parties to use or for use with Licensed Software. For example, Licensee may need to obtain a version of the Linux Kernel, or a Microsoft SDK. It is Licensee's responsibility to ensure Licensee obtains and pays for any such required third party software.
- 8.3. Licensee understands and acknowledges that third parties may claim that a royalty or other fee is due to them as a result of the adherence of Software to published standards. Any such fees are Licensee's sole responsibility.

Article 9. (Disclaim and Limitation of Liability)

- 9.1. THE SOFTWARE IS LICENSED "AS IS." MURATA, ITS AFFILIATES AND LICENSOR DO NOT REPRESENT OR WARRANT THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SOFTWARE WILL RUN ERROR-FREE. NEITHER MURATA, ITS AFFILIATES NOR LICENSOR MAKE ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- 9.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (I) MURATA, ITS AFFILIATES AND LICENSOR'S TOTAL, CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR ANY ITEM OR SERVICE ORDERED OR PROVIDED HEREUNDER WILL BE LIMITED TO THE FEE PAID BY LICENSEE FOR THE SOFTWARE WHICH IS SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION, AND (II) MURATA, ITS AFFILIATES AND LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR TO ANY OF CUSTOMERS FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE LICENSING OR USE OF THE SOFTWARE OR FOR ANY ERROR OR DEFECT IN THE SOFTWARE. THE LIMITATIONS ON AND DISCLAIMERS OF REMEDIES, WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT WILL

APPLY REGARDLESS OF: (A) WHETHER ANY SPECIFIED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, (B) THE FORM OF ACTION (E.G., CONTRACT, TORT, STATUTE, OR OTHER LEGAL THEORY) AND (C) WHETHER MURATA, ITS AFFILIATES OR LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

- 9.3. LICENSEE AGREES THAT MURATA, ITS AFFILIATES AND LICENSOR ARE UNDER NO OBLIGATION TO INSTALL, MAINTAIN OR SUPPORT THE SOFTWARE, OR PROVIDE UPGRADES OR NEW RELEASES THEROF.

Article 10. (Confidentiality)

- 10.1. Licensee shall keep the Software in confidence with reasonable due care and shall not disclose it to any third party without prior written consent of Murata.
- 10.2. Each Party shall keep the terms and conditions of this Agreement in confidential with reasonable due care and shall not disclose it to any third party.
- 10.3. The confidentiality obligation under this Article 10 shall not apply to the information which:
- (i) is in or enters the public domain through no fault of the receiving Party;
 - (ii) is known to the receiving Party at the time of disclosure or thereafter becomes known to the receiving Party without similar restrictions from a source other than the disclosing Party;
 - (iii) is, at any time, developed by the receiving Party independent of any disclosure from the disclosing Party as evidenced by written records; or
 - (iv) is required to be disclosed by law, court order or a governmental agency. In such a case, the receiving Party shall promptly give a notice thereof to the disclosing Party and shall cooperate in limiting such disclosure.
- 10.4. In case of any conflicts between this Article 10 (Confidentiality) of this Agreement and any existing non-disclosure agreement between both Parties, if any, this Article 10 of this Agreement shall prevail.

Article 11. (High Risk Applications)

Software is not designed or warranted for use with radio frequency devices and/or BCG Sensor Module or Node other than Murata's Products, and it and Murata's Products are not warranted by Murata for use in developing, or for incorporation into, products or services used in applications or environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, surgically implanted devices, weapons systems, or other applications, devices or systems in which the failure of a Murata's Products or of Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Notwithstanding any other provision of this Agreement, Licensee may not use or permit any third party to use Software and Murata's Products in connection with any High Risk Activity. Licensee assumes all risk of such uses, and if Licensee or Licensee's customers at any tier use or permit the use of any such item(s) in connection

with High Risk Activities, Licensee agrees to indemnify, defend and hold Murata, Licensor and their Affiliates, harmless from all claims, expenses and liability arising as a result of such use.

Article 12. (Export Control)

Licensee shall:

- (i) obtain and maintain any governmental approvals, declarations, filings, and registrations as may be necessary or advisable for Licensee's performance hereunder;
- (ii) comply with all applicable international and national laws that apply to the export of Software, including the United States Export Administration Regulations ("EAR"), as well as end-user, end-use and country destination restrictions issued by United States and other governments;
- (iii) not export, directly or indirectly, any portion of the Software, or any direct product of the Software, that is prohibited by the EAR without prior authorization from the United States Department of Commerce or other competent governmental organization; and
- (iv) not transfer or release the Software to anyone for use by military end users or for use in military, missile, nuclear, biological or chemical weapons.

Article 13. (Term and Termination)

13.1. This Agreement shall remain in force from the Effective Date until terminated by Murata pursuant to Article 13.2.

13.2. Murata may, without notice, immediately terminate this Agreement in whole or in part if Licensee:

- (i) materially breaches this Agreement;
- (ii) files, or is subjected to, temporary or permanent execution or attachment for unpaid tax, auction, bankruptcy, composition, liquidation or similar proceedings analogous in nature;
- (iii) is ordered to suspend its business, loses its business permit or has its business registration revoked or terminated by an authority having jurisdiction;
- (iv) becomes, or is feared to become, financially insecure;
- (v) materially changes its ownership, management or control; or
- (vi) is in any other situation that seriously hinders, or threatens to hinder, continuing transactions.

13.3. In the event that Murata terminates this Agreement pursuant to Article 13.2, Licensee will immediately cease using the license granted pursuant to herein (including the sublicense) and shall immediately return the Software including the copies thereof to Murata or destroy all Software including the copies thereof. If Licensee destroys them, Licensee shall provide Murata with a letter stating that all Software have been destroyed.

13.4. The terms and conditions of Article 5 (Intellectual Property Rights), Article 6 (Feedback), Article 7 (Restriction), Article 8 (Third Party Rights), Article 9 (Disclaimer and Limitation of Liability), Article 10 (Confidentiality), Article 11 (High Risk Applications), Article 12 (Export Control), Article 14

(Force Majeure), Article 15 (No Assignment), Article 16 (No Waiver), Article 17 (Severability), Article 18 (Governing Law), Article 19 (Settlement of Disputes), Article 20 (Miscellaneous) and this Article shall survive the termination of this Agreement.

Article 14. (Force Majeure)

In the event the performance by either Party of its obligations hereunder is prevented by force majeure, wholly or in part, due to circumstances beyond its control, including, but not limited to, act of God, earthquake, flood, typhoon, tidal wave, fire, plague, war, terrorism or civil commotion, strike, lockout, sabotage, other labor dispute, governmental acts, orders or regulations, then, the Party so affected shall not be liable for loss or damage, or delay in performing its obligations hereunder.

Article 15. (No Assignment)

Neither Party may assign its rights or delegate its duties hereunder without the express prior written consent of the other Party (which shall not be unreasonably withheld), and any other attempt (including, without limitation, by merger or acquisition) by any Party to assign or delegate any rights, duties or obligations hereunder shall be void.

Article 16. (No Waiver)

No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement.

Article 17. (Severability)

If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms or provisions of this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law.

Article 18. (Governing Law)

This Agreement shall be governed by and construed in accordance with the laws of Japan, without regard to its conflict or choice of law principles.

Article 19. (Settlement of Disputes)

All disputes, controversies or differences which may arise between the Parties hereto out of in relation to or in connection with this Agreement, or the breach hereof, shall be finally resolved by arbitration in Kyoto, Japan in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The award shall be final and binding upon the Parties hereto.

Article 20. (Miscellaneous)

20.1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all provisions, negotiations, agreements and commitments in respect thereto. Any amendment or supplement to this Agreement shall be valid only when agreed in writing and signed by duly authorized representatives of the Parties.

20.2. All notices, demands and other communications with respect to or affecting any provision of this Agreement shall be sent in English by registered or certified air mail, postage prepaid, addressed to the addresses first above written or such other addresses as either Party may direct by similar notice to the other Party.

20.3. The Parties shall abide by the security export control rules and regulations issued by the competent governmental authorities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives.

For: Murata

For: Licensee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

1. Software

Software Description	Software Format
BCG Sensor Module FW	Binary

2. Murata Products

BCG Sensor Module SCA10H

3. Licensee's Products

Licensee's Products:

4. License Fee

Free

*Note that above prices are exclusive of shipment fees, tax, withholding tax or any another duties.

Exhibit B

Details of Support	Period	Support Fee

*Note that above Support Fee is non-refundable.