



VisIC Technologies Ltd.
Supply material for Evaluation Terms and Conditions

1. **General.** These Evaluation Terms and Conditions of Sale (these “**Terms**”) form an integral part of the quotation or order which references these Terms or to which these Terms are attached (the “**Quotation**”) issued by VisIC Technologies Ltd. (“**VisIC**”) to the customer described in the Quotation (the “**Customer**”). These Terms set out the only terms and conditions applicable to the purchase of VisIC, Ltd. Evaluation Devices which includes the VisIC hardware, VisIC reference design(s), VisIC development boards, the VisIC design kit, and evaluation tools (together, the “**Evaluation Devices**”). No other terms and conditions shall be applicable to such transaction, including without limitation any terms and conditions set forth in any purchase order submitted by Customer to VisIC. By submitting a purchase order for or using the Evaluation Devices, Customer agrees to be bound by these Terms.
2. **Prices; Payment Terms.** Prices for the purchase of the Evaluation Devices by Customer are set forth in the Quotation. VisIC shall submit invoices to Customer upon delivery of the Evaluation Devices in accordance with the terms and conditions hereof. Payments shall be due and payable within 30 days of the receipt by Customer of such invoice. Any amount due hereunder not paid when due shall accrue interest at the rate of 2% per month or, if lower, the maximum amount permitted under law. All payments by Customer to VisIC shall be made free and clear of, and without deduction for, any taxes, duties or government charges.
3. **Delivery; Shipping & Handling.** VisIC shall make delivery of the Evaluation Devices Ex-Works Incoterms 2012 (VisIC facility or the facility of VisIC's subcontractors), and the prices in the Quotation reflect such delivery terms. Risk of loss shall pass to Customer upon delivery in accordance with the terms hereof. VisIC shall retain title to all Evaluation Devices until payment thereof is made in full. Subject to the foregoing, VisIC may agree to ship Chipset to a destination requested by Customer and, in such event, Customer shall provide instructions for the shipping and handling of all Evaluation Devices from VisIC’s facility to the premises of Customer or Customer’s agent. If Customer does not provide instructions, VisIC shall use reasonable methods of shipping and handling and Customer shall not have any claims in respect thereof. Customer shall bear all expenses in respect of shipping and handling, packing freight and insurance. Customer shall have responsibility for all import and export procedures in respect of the Evaluation Devices and executing documentation where necessary, though VisIC shall make reasonable commercial efforts to assist Customer where necessary.
4. **Intellectual Property and Licenses.** As between the parties, all right, title and interest to any intellectual property rights embodied in the Evaluation Devices (including the software embedded therein) and all inventions, works of authorship, derivative works, developments or improvements thereof (all of the foregoing, “**VisIC Technology**”) shall remain with VisIC. Subject to the terms and conditions of these Terms, VisIC hereby grants Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Evaluation Devices and the software therein solely to evaluate the Evaluation Devices, either on a standalone basis or as integrated within Customer's products. Customer may not use the Evaluation Devices except for internal evaluation purposes. If Customer provides VisIC with any such feedback, VisIC shall be allowed to use such feedback for any purposes without any confidentiality or attribution obligations.

5. **Subcontractors.** Customer may employ third party subcontractors to evaluate the Evaluation Devices on behalf of Customer, provided that (a) such third party subcontractor is not a competitor of VisIC, (b) Customer shall be liable for all actions and omissions of such third party subcontractor as if such actions and omissions were committed by Customer and (c) Customer has a written agreement with such third party contractor containing provisions sufficient to ensure compliance with all requirements of this Agreement, including without limitation all provisions hereof concerning confidentiality, intellectual property and reverse engineering.
6. **Restrictions.** Except as explicitly provided in these Terms or expressly permitted by applicable law, Customer will not, and will not permit or authorize distributors, end users, or any other third party to (a) distribute the Evaluation Devices to any third party, whether on a stand-alone basis or as integrated within Customer's products and services, (b) use the Evaluation Devices to provide services to any third party, (c) disassemble or reverse engineer the Evaluation Devices, including any software therein, (d) copy, modify, enhance, or otherwise create derivative works of the Evaluation Devices or VisIC Technology, (e) tamper with any security features of the Evaluation Devices, or (f) remove any notices (including copyright or patent notices) from the Evaluation Devices.
7. **Confidentiality.** Customer may have access to certain confidential information regarding the technology and business of VisIC ("**Confidential Information**"). All non-public information concerning the Evaluation Devices, and all commercial information regarding the availability and pricing of the Evaluation Devices, shall be deemed the Confidential Information of VisIC, regardless of whether such information is labelled or identified by VisIC as confidential. Customer will keep confidential and not disclose Confidential Information except as expressly permitted hereunder. Customer will not use Confidential Information except to support its evaluation of the Evaluation Devices as permitted hereunder. Confidential Information shall not include information that Customer can show (a) was already lawfully known to or independently developed by Customer without access to or use of Confidential Information, (b) was received by Customer from any third party without restrictions, (c) is publicly and generally available, free of confidentiality restrictions; or (d) is required to be disclosed by law, provided that Customer provides Disclosing Party with prompt written notice of such requirement and cooperate in order to minimize such requirement or obtain a protective order. Customer shall not reverse engineer or disassemble any Confidential Information.
8. **Disclaimer.** The Evaluation Devices are provided for evaluation purposes only. As such, all Evaluation Devices are provided on an "As-Is" basis, without representations or warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, VISIC MAKES NO IMPLIED OR STATUTORY WARRANTY OF ANY KIND WITH RESPECT TO ANY GOODS OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
9. **Limitation of Liability.** IN NO EVENT SHALL VISIC HAVE ANY LIABILITY HEREUNDER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION ANY DAMAGES IN RESPECT OF LOST PROFITS OR LOSS OF DATA OR BUSINESS OPPORTUNITIES), WHETHER ANY CLAIM IS BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. VISIC'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT THAT CUSTOMER HAS PAID HEREUNDER FOR THE EVALUATION DEVICES.

10. **Miscellaneous.** This Agreement shall be construed, interpreted and governed by the laws of the State of New York without regard to conflicts of law provisions thereof. Any dispute arising out of or in connection with this contract, including any question regarding its existence, breach, enforcement, interpretation, validity or termination, shall be referred to and finally resolved by binding arbitration administered by the Applicable Arbitration Body (as defined below) under the Applicable Arbitration Rules (as defined below), which Applicable Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be the Applicable Seat (as defined below). The language to be used in the arbitral proceedings shall be English. In the event that Customer is located in the European Economic Area, Israel, North America or South America, the “Applicable Arbitration Body” shall be the International Center for Dispute Resolution of the American Arbitration Association (“ICDR”), the “Applicable Arbitration Rules” shall be the Internal Arbitration Rules of the ICDR then in force and the “Applicable Arbitration Seat” shall be New York, New York. For all other Customers, the “Applicable Arbitration Body” shall be the Hong Kong International Arbitration Centers, the “Applicable Arbitration Rules” shall be the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted, and the “Applicable Arbitration Seat” shall be Hong Kong. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from seeking any provisional/ preliminary relief (including, but not limited to, injunctions, attachments or other such orders in aid arbitration) from any court of competent jurisdiction, and any such application to a court for provisional/preliminary relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

11. **End Use.** No Evaluation Chipset or part thereof will be used in the design, fabrication, maintenance, operation, testing or use of (i) nuclear weapons or nuclear explosive devices; or facilities for processing of nuclear material, (ii) chemical or biological weapons, or their precursors, or any other weapons of mass destruction, (iii) rocket systems or ballistic missile systems or (iv) any other military end use. Customer represents and warrants that the Evaluation Devices or VisIC Technology will not be made available to persons or entities except as permitted under applicable law, including applicable export control laws and sanction lists.

12. **U.S. Government Restricted Rights.** Any products, technology, equipment, and software provided to the government of the United States is provided with “Restricted Rights” as provided for in FAR, 48 CFR 52.227-7014 or DFAR, 48 CFR 252.227-7013 (or any successor provisions, as applicable). Customer shall be responsible for ensuring that any products, technology, equipment, and software is marked with the “Restrictive Rights Notice” or “Restrictive Rights Legend,” as required.