Development Tools License Agreement

This Development Tools License Agreement ("Agreement") is entered into effective _____, 2022 (the "Effective Date") between InnoPhase IoT, Inc., a Delaware Corporation ("InnoPhase IoT") and _____, a _____("Company").

This Agreement relates to certain software tools and related documentation ("Software Tools") that InnoPhase IoT makes available to Company for Company's use in developing and/or configuring software, firmware or hardware to be used in connection with InnoPhase IoT products, as well as evaluation/development/test boards and related hardware ("Development Boards").

The Software Tools and Development Boards are collectively referred to as the "Development Tools". Software Tools include, without limitation, C-source code of the various key applications, configuration files, libraries, scripts and other tools for building code, programming and debugging, and documentation relating to the foregoing. The Development Boards are provided for use in connection with the Software Tools for development and debug purposes.

InnoPhase IoT provides the Development Tools to Company subject to the following terms, conditions and limitations:

1. GRANT AND TERM OF LICENSE. InnoPhase IoT grants to Company a personal, non-exclusive, non-transferable License ("License") to: (i) install and internally use the Development Tools for the sole purpose of enabling the use of an InnoPhase IoT semiconductor device in Company's end product(s); and (ii) develop and distribute binary software code (but not source code) in conjunction with Company's end products that incorporate an InnoPhase IoT semiconductor device (collectively, the "Purpose"), and Company agrees not to use the Development Tools for any other purpose. Company may make a reasonable number of copies of the Software Tools to be used solely for the Purpose. Subject to compliance with the terms of this Agreement, Company may permit use of the Development Tools by its employees, its affiliates, and consultants and contractors, provided that: (i) all such use relates solely to the Purpose; (ii) Company and its contractors and consultants are parties to written agreements that include obligations of confidentiality and restrictions on use of the Development Tools that are no less restrictive than the obligations herein contained; and (iii) Company shall be responsible and liable for the acts and omissions of all such parties.

2. RESTRICTIONS. Except as permitted under Section 1, Company may not transfer or sub-license, either temporarily or permanently, any right to use the Development Tools under this Agreement. Company agrees not to: (i) copy, adapt or reproduce the Development Tools; (ii) remove, modify, decompile, disassemble, translate, enhance or reverse engineer the Software Tools (or otherwise attempt to derive the source code); (iii) decode or decrypt the Software Tools in whole or in part, or remove, circumvent or neutralize any security measures incorporated therein; (iv) sell, assign, encumber, time share, rent, lease, lend, distribute, localize, or port the Development Tools; (v) allow remote access to the Software Tools, or place the Software Tools on any publicly accessible internet site; or (vi) manufacture or create derivative works of the Development Tools, or grant anyone a license to engage in similar conduct. Neither the Development Tools nor InnoPhase IoT's products are designed, intended

or authorized for use in safety-critical applications or systems where failure of the product could reasonably be expected to result in bodily injury or death, or in aerospace, military or weapons systems, or otherwise in violation of the laws and regulations of the jurisdiction in which the Development Tools or InnoPhase IoT's products are used.

3. RESERVATION OF RIGHTS. InnoPhase IoT and/or its licensors own the Development Tools and all proprietary rights therein. The Development Tools are protected by U.S. and international copyright laws, other intellectual property laws, and other applicable laws and treaty provisions. All rights in all intellectual property, including but not limited to copyrights, patents, trademarks and trade secrets in the Development Tools, or any modifications thereof, shall be and remain vested in InnoPhase IoT and/or its licensors. Company agrees that it will maintain and reproduce all copyright and other proprietary notices on any copy of the Development Tools in the same form and manner that such copyright and other proprietary notices are included on the Development Tools. Company shall keep complete and accurate records of its use of the Development Tools and use by its affiliates, consultants and contractors and shall, on request, promptly provide to InnoPhase IoT any requested data regarding such use. Company shall also permit and enable access and inspection, by InnoPhase IoT and/or its authorized representatives, of any records kept in connection with all such use of the Development Tools. If Company requests support during the term of this Agreement or thereafter, InnoPhase IoT has no obligation to provide it, but if InnoPhase IoT agrees to do so, it has the right to charge for its service.

4. THIRD PARTY AND OPEN SOURCE SOFTWARE. The Software Tools may include, incorporate, or link to programs, libraries, or example/reference code created using open source code or licensed under open source license terms. Applicable open source license terms, as referenced in the relevant program, library, or example/reference code, will apply to Company's use and/or distribution of such program, library, or example/reference code. All such open source and proprietary source license terms must be reviewed and complied with by Company. The disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all portions of the Software Tools, including any open source items.

5. FEEDBACK. If Company provides InnoPhase IoT with any comments, bug reports, feedback, enhancements, or suggestions or proposed modifications to the Development Tools and/or any InnoPhase IoT products or services ("Feedback"), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary that Company may include in any accompanying communication), and Company hereby assigns to InnoPhase IoT all right, title and interest in and to all Feedback and all intellectual property rights therein. Without limiting the foregoing, InnoPhase IoT shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such Feedback into the Development Tools and/or InnoPhase IoT's products or services.

6. CONFIDENTIALITY. Company acknowledges that in the course of using the Development Tools, Company will obtain or be provided with information relating to the Development Tools and/or InnoPhase IoT and its affiliates, and their products, services, business, customers, licensors,

partners and suppliers ("Proprietary Information"). Such Proprietary Information shall belong solely to InnoPhase IoT and/or its affiliates (or, as the case may be, relevant third parties) and includes, but is not limited to: the design, code, architecture, features, functions and modes of operation of the Development Tools; trade secrets, know-how, inventions (whether patentable or not) works of authorship (whether copyrighted or not), techniques, processes, programs, algorithms, testing procedures, other computer code, design, functional and performance specifications, product requirements, problem reports, analysis and performance information, software and hardware documents, and other technical, business, marketing and financial information. During and after the term of this Agreement, Company agrees: (i) except as expressly provided in this Agreement, not to use, disclose, or provide any third-party with access to any Proprietary Information without the prior written consent of InnoPhase IoT; (ii) to take all reasonable care to maintain the confidentiality of the Proprietary Information in a manner in which Company protects its own Proprietary Information, but no less than a reasonable degree of care; and (iii) to restrict access to the Software Tools, Evaluation Boards and Proprietary Information to only those employees, consultants or contractors of Company permitted access pursuant to Section 1 above as are necessary for the permitted use of the Development Tools in connection with the Purpose. The obligations and conditions applicable to the Company under this Agreement shall also apply to third parties to whom access to any Development Tools has been allowed or enabled by the Company in accordance with the provisions of Section 1.

7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY. COMPANY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE DEVELOPMENT TOOLS ARE PROVIDED BY INNOPHASE IOT "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER, AND THAT THE INSTALLATION, OPERATION AND USE OF THE DEVELOPMENT TOOLS IS AT COMPANY'S OWN RISK. INNOPHASE IOT MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR PERFORMANCE, OR ANY OTHER WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW OR FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING GENERALITY, INNOPHASE IOT SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS WHICH ARISE FROM, OR IN ANY WAY RELATE TO, USE OF THE DEVELOPMENT TOOLS, ALONE OR IN COMBINATION WITH THE HARDWARE OR SOFTWARE OF COMPANY OR ANY THIRD PARTY, OR COMPANY'S INABILITY TO USE THE DEVELOPMENT TOOLS, OR ANY DECISION MADE OR ACTION TAKEN BY COMPANY IN RELIANCE ON THE DEVELOPMENT TOOLS OR INFORMATION PROVIDED WITH THE DEVELOPMENT TOOLS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DEVELOPMENT TOOLS AND ANY DECISION TO USE THE DEVELOPMENT TOOLS IS WITH COMPANY. UNDER NO CIRCUMSTANCES WILL INNOPHASE IOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT OR COMPANY'S USE OF OR INABILITY TO USE THE DEVELOPMENT TOOLS, EVEN IF INNOPHASE IOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL INNOPHASE IOT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF THIS AGREEMENT OR COMPANY'S USE OF THE DEVELOPMENT TOOLS EXCEED OR $500 USD.

8. INDEMNIFICATION. Company agrees to fully indemnify, defend and hold harmless InnoPhase IoT and its affiliates, officers, directors, suppliers, licensors, and other InnoPhase IoT customers. from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties in connection or arising out of Company's use or misuse of the Development Tools, and or other InnoPhase IoT products or services, or arising from Company's violation of this Agreement or any applicable law or regulation.

9. TERM AND TERMINATION. Unless earlier terminated as provided herein, the Term of this Agreement shall commence upon the Effective Date and continue in force and effect until terminated as provided in this Section. Either party may terminate this agreement at any time for any reason, upon 30 days notice to the other party. In addition, InnoPhase IoT may terminate this Agreement immediately upon any failure by Company to comply with the terms of this Agreement or in the event of the insolvency of the Company. Within ten (10) days of the expiration or termination of this Agreement, Company agrees that it will return to InnoPhase IoT all copies of the Development Tools, or, upon the written permission of InnoPhase IoT, Company may destroy any copies, including any original, backup or archival copy Company may have installed, downloaded or recorded on any computer, memory system, or magnetic or optical medium. Upon written request from InnoPhase IoT, an officer of Company will certify in writing that it has complied with this provision and has not retained any copies of the Development Tools. The terms of this Agreement shall remain in effect and survive the expiration or termination hereof.

10. EXPORT RESTRICTIONS. Company represents and warrants that neither it nor its owners have been designated by or are otherwise subject to export controls or economic sanctions laws and regulations administered by the United States Department of Commerce, United States Department of State, United States Department of Treasury or other applicable export controls or sanctions laws and regulations and agrees to comply with such laws and regulations. Specifically, Company covenants that it shall not -- directly or indirectly -- sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from InnoPhase IoT under this Agreement, to any destination (including, but not limited to, the Crimea Region, Cuba, Iran, North Korea or Syria), entity, person or end-use requiring an export license, without obtaining such export license or other authorization from the competent government authorities as required by such laws and regulations. Company agrees to indemnify InnoPhase IoT, to the fullest extent permitted by law, from and against any fines, penalties or other liabilities that may arise as a result of Company's breach of this provision.

11. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement will be construed in accordance with and governed by the Laws of the State of California, USA, without reference to its conflict of law principles. Any controversy or claim (except those relating to InnoPhase IoT's intellectual property rights) arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in San Diego, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, provided however, that each party will have a

right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party. The parties irrevocably consent to the venue and exclusive jurisdiction of the state and federal courts in the San Diego County, California for the purposes of enforcing the provisions herein; waive the defense of any inconvenient forum; waive all rights to a jury trial; and consent to the service of process in the manner provided in Section 12.

12. GENERAL PROVISIONS. This Agreement and the limited license granted herein are not assignable, transferable or sublicensable by Company without the prior written consent of InnoPhase IoT, and any attempt to do so shall be void. InnoPhase IoT may at any time sublicense, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without Company's consent. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered by courier service (Federal Express and the like), or mailed by first class, registered or certified mail, postage prepaid, to the respective addresses of the parties below. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The parties agree that a material breach of this Agreement adversely affecting InnoPhase IoT and/or its licensors' proprietary rights in the Development Tools, or breach of the confidentiality provisions herein contained, would cause irreparable injury to InnoPhase IoT for which monetary damages would not be an adequate remedy, and that InnoPhase IoT and its licensors shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law, without the requirement of posting a bond or similar financial assurance.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Company and InnoPhase IoT with respect to the Development Tools provided pursuant to this Agreement and supersedes any other agreement between Company and InnoPhase IoT with respect thereto (including terms presented and/or accepted as part of an installation process), but does not otherwise replace, modify or cancel any other agreement between Company and InnoPhase IoT. If there is any inconsistency between these terms and those presented as part of the process to install the Software Tools, these terms will prevail.

[signature page follows]

IN WITNESS WHEREOF, InnoPhase IoT and Company have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

INNOPHASE IoT, INC.   COMPANY

By: _____ *Signature*   By: _____ *Signature*

Name: _____ *Printed*   Name: _____ *Printed*

Title: _____   Title: _____

Address: Address:

6815 Flanders Drive   _____
Suite 150   _____
San Diego, CA 92121   _____