

MARVELL LIMITED USE LICENSE AGREEMENT

The use of the Deliverables, as defined herein, is exclusively governed by the terms and conditions of this limited use license agreement (the “**Agreement**”), by and between **Marvell Asia Pte Ltd**, a Singapore corporation with offices at Tai Sang Center, 3 Irving Road, #10-01, Singapore, 369522 (“**Marvell**”), and _____ (“**Licensee**”). Licensee and Marvell are each a “party” and, collectively, are the “parties” to this Agreement.

This Agreement is effective upon the date signed by the last party (the “**Effective Date**”).

1. DEFINITIONS

- 1.1 “**Binary Code**” means the executable binary code compiled or otherwise derived from Source Code.
- 1.2 “**Confidential Information**” means (i) the Deliverables and any portions, components or sub-files thereof; (ii) the structure, sequence and organization of the Deliverables and the concepts, methods of operations and ideas disclosed therein; (iii) any trade secrets and know-how relating to the Deliverables and/or the Marvell Product; (iv) Third Party Deliverables; and (v) the terms and conditions of this Agreement. Open Source Software will not be considered Confidential Information.
- 1.3 “**Deliverables**” means the software, firmware, API, utilities, Documentation and other technology provided by Marvell to Licensee or identified by Marvell pursuant to this Agreement.
- 1.4 “**Derivatives**” means: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; and (ii) for material protected by trade secret, any new material derived from such existing trade secret.
- 1.5 “**Documentation**” means written materials, including, without limitation, comments and associated flow charts, diagrams, user or operating manuals, brochures or electronic text and other written instructions.
- 1.6 “**Intellectual Property**” means all intellectual property rights worldwide arising under statutory or common law, including patent rights, trade secret rights, copyrights, or any analogous or similar right in any jurisdiction. For purposes of this Agreement, Intellectual Property excludes trademarks.
- 1.7 “**Licensed Patent Claims**” means the claims of patents owned by Marvell that, in the absence of a license from Marvell, would be directly and necessarily infringed by the use, reproduction or distribution of the Deliverables, when the Deliverables are in unmodified form as delivered by Marvell to Licensee, and not modified or combined with any other products, technology or services.
- 1.8 “**Licensee’s Product**” means a product sold by or for Licensee that incorporates a Marvell Product.

- 1.9 “**Licensee’s Software**” means software or a platform owned by Licensee that incorporates the Deliverables or any Derivatives thereof for use solely with a Marvell Product.
- 1.10 “**Marvell Product**” means Marvell’s proprietary silicon solutions designed to operate with the Deliverables.
- 1.11 “**Open Source Software**” means all software that is distributed under an open source license, which includes (i) any license approved by the Open Source Initiative or any similar license and (ii) any license that meets the Open Source Definition or the Free Software Definition, including without limitation the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License and all Creative Commons “sharealike” licenses.
- 1.12 “**Source Code**” means the human readable version of software or firmware.
- 1.13 “**Third Party Deliverables**” means any Deliverables that are owned in whole or in part by a third party (if any), other than Open Source Software, which are delivered or made available by Marvell to Licensee hereunder.

2. LIMITED LICENSES

Subject to Licensee’s compliance with the terms and conditions of this Agreement, Marvell hereby grants to Licensee a non-transferable, non-sublicensable (except as expressly provided in Section 5 below), non-exclusive, revocable, royalty-free, license:

- 2.1 Under the copyrights and trade secrets owned by Marvell that are embodied in the Deliverables, and solely for purposes of enabling Licensee's Software and Licensee's Product to operate exclusively with a Marvell Product to (i) internally use and copy the Deliverables and modify the Deliverables that are provided by Marvell to Licensee in Source Code form; (ii) internally use and copy the Binary Code of the Deliverables for Licensee’s evaluation, testing and development of Licensee’s Software and Licensee’s Product; (iii) internally use the utilities and API without the right to modify; and (iv) copy, publicly perform, publicly display and distribute, through multiple tiers of distribution, the Deliverables (other than utilities and API) solely in Binary Code form as integrated in Licensee’s Software and/or a Licensee’s Product and any Derivatives of the Deliverables created by Licensee as integrated in Licensee’s Software and/or Licensee’s Product; and
- 2.2 Under the Licensed Patent Claims, to use, make, have made, import, sell and offer to sell the Licensee’s Product and Licensee’s Software.

3. LICENSE RESTRICTIONS; OWNERSHIP AND GRANT-BACK LICENSE TO DERIVATIVES

- 3.1 Licensee will not, and will not allow any third party to (i) use the Deliverables, including without limitation any Third Party Deliverables or Derivatives of either of the foregoing in conjunction with any product other than the Marvell Product;

- (ii) license, sell or otherwise distribute the Deliverables and/or Derivatives thereof as a standalone product; (iii) modify, enhance, adapt, decrypt, disassemble, decompile, or reverse engineer the Deliverables provided in Binary Code form, (iv) distribute or disclose (subject to Section 5) the Source Code of any Deliverables and/or Derivatives thereof to any third party without the prior written approval of Marvell; and/or (v) subject the Deliverables, or any portion thereof, to any license obligations applicable to the Open Source Software (unless subject to the Open Source Software license identified by Marvell as applicable to such Open Source Software as of the date of Marvell's delivery of such Deliverables to Licensee). If Licensee is a European Union ("EU") resident, information necessary to achieve interoperability of the Deliverables with other programs within the meaning of the EU Directive on the Legal Protection of Computer Programs is available from Marvell upon written request. If and to the extent that any of the Deliverables are designed to be compliant with any published standard (including DOCSIS, HomePNA, IEEE, and ITU standards), Licensee may not make any modifications that would cause the applicable Deliverables or Licensee's Product to become incompatible with such standard. The Deliverables are not designed, intended, or certified for use in components of systems intended for the operation of weapons, weapons systems, nuclear installations, means of mass transportation, aviation, medical systems providing life support, devices, implants, or equipment, pollution control, hazardous substances management, or for any other dangerous application in which the failure of the Deliverables could create a situation where bodily injury or death may occur. Licensee understands that use of the Deliverables in any such application is solely at Licensee's risk.
- 3.2 Marvell and its suppliers own all right, title and interest in and to the Deliverables and all Intellectual Property rights therein. Licensee will not remove any copyright or patent marking notice from the Deliverables. Licensee agrees that each copy of Licensee's Software that includes all or any portion of the Deliverables or Derivatives thereof will be accompanied by and subject to a Binary Code-limited software license, the terms and conditions of which will be at least as protective of the Deliverables and Derivatives thereof as the terms and conditions Licensee uses for its own software products and the terms and conditions governing this Agreement. Licensee expressly agrees not to distribute any Deliverables or Derivatives thereof to any third party that has not accepted the terms of such Binary Code-limited software license. Ownership of the Open Source Software will be subject to and in accordance with the applicable Open Source Software license. Except as expressly provided herein, this Agreement does not grant Licensee any rights under any of Marvell's Intellectual Property rights or trademarks. Marvell retains all rights not explicitly granted herein.
- 3.3 Licensee will own the copyrights and trade secrets in Derivatives of the Deliverables created by or for Licensee pursuant to this Agreement, subject to Marvell's underlying ownership rights in the Deliverables and any conflicting terms in any licenses applicable to Third Party Deliverables. Licensee hereby grants back to Marvell and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, under its Intellectual

Property rights, to use, make, have made, sell, offer to sell, import, copy, display, publicly perform, publicly display, distribute through multiple tiers of distribution, create or have created Derivatives and otherwise exploit (a) the Derivatives of the Deliverables created by or for Licensee pursuant to this Agreement, in whatever form; and (b) any comments, suggestions, ideas, suggestions, or any other feedback provided to Marvell by or on behalf of Licensee with respect to any of the Deliverables or the Marvell Product. Marvell will own all Derivatives that are made and Intellectual Property rights arising from Marvell or its affiliates' exercise of the foregoing license.

- 3.4 Notwithstanding Section 2.1, no license is granted hereunder with respect to any Third Party Deliverables. Licensee is solely responsible for obtaining and maintaining, at its sole expense and cost, licenses to any Third Party Deliverables, provided that Marvell shall use commercially reasonable efforts to identify any such Third Party Deliverables, such as in the text files, file headers, release notes or other documentation associated therewith. Marvell may from time to time provide Licensee with an addendum of applicable or optional Third Party Deliverables that includes supplemental terms and conditions. Licensee's access to or use of such Third Party Deliverables automatically binds Licensee to such supplemental terms and conditions. The restrictions on Licensee's ability to exploit the Deliverables as set forth in Section 3.1 and Section 3.2 and Marvell's rights under Section 3.3 shall apply to the Third Party Deliverables, unless such restrictions and rights conflict with the applicable license terms for the Third Party Deliverables.

4. OPEN SOURCE SOFTWARE

The Open Source Software included in or used with the Deliverables is subject to the license terms identified or reproduced in (i) the text files, file headers, release notes or other documentation associated with the Open Source Software; (ii) within the Source Code of the Open Source Software that is provided to Licensee pursuant to this Agreement; or (iii) a written notice as may be provided by Marvell to Licensee from time to time during the term of this Agreement via email at Licensee's email address provided to Marvell through the Marvell registration process required for licensees to access the Deliverables. In the event of any conflict between this Agreement and the applicable Open Source Software license terms, such Open Source Software license terms will control solely with respect to the applicable Open Source Software.

5. USE OF SUBCONTRACTORS

Licensee may sublicense its rights under subsections (i) and (ii) of Section 2.1 of this Agreement solely to its authorized subcontractors working on site at Licensee's premises, provided that (i) Licensee first requires each such subcontractor to sign a written agreement with Licensee binding the subcontractor to the same restrictions concerning the Deliverables and Derivatives thereof as are contained in this Agreement; and (ii) Licensee remains fully liable to Marvell for the actions and inactions of each such subcontractor. Licensee will notify Marvell in writing of its intention to provide access to the Deliverables

to subcontractors and of any breach by a subcontractor of its obligations under this Section 5.

6. DELIVERY

The applicable Deliverables will be delivered to Licensee via Marvell's extranet or such other secure electronic means as Marvell may use in its reasonable discretion.

7. CONFIDENTIAL INFORMATION

Except as expressly provided in Section 5, Licensee will not disclose to any third party, or use in any manner not expressly permitted herein, any Confidential Information. Licensee agrees to take all reasonable measures to protect Confidential Information and prevent unauthorized disclosure, which measures will be at least as stringent as those measures Licensee takes to protect its own confidential information of like kind. Without in any way limiting the foregoing, Licensee will restrict access to Confidential Information, including but not limited to the Deliverables and Third Party Deliverables, to Licensee employees and individual third party contractors who have complied with the requirements of Section 5 who have a "need-to-know" to exercise the license rights granted to Licensee. Notwithstanding the above, all Confidential Information, and any documents and other tangible objects containing or representing Confidential Information and all copies thereof will be and remain the exclusive property of Marvell, its affiliates and their respective suppliers.

8. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DELIVERABLES AND CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS OR SUFFICIENCY FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. MARVELL, ITS AFFILIATES AND THEIR SUPPLIERS DISCLAIM ANY WARRANTY THAT THE DELIVERABLES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL MARVELL, ITS AFFILIATES OR THEIR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR LICENSEE'S USE OF OR INABILITY TO USE THE DELIVERABLES AND/OR CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, BUSINESS

INTERRUPTION OR LOSS OF INFORMATION (INCLUDING IN CONNECTION WITH ANY DATA BREACH OR CYBERSECURITY INCIDENT), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COLLECTIVE LIABILITY OF MARVELL, ITS AFFILIATES AND THEIR SUPPLIERS UNDER THIS AGREEMENT IS LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE TO MARVELL HEREUNDER OR U.S. ONE HUNDRED DOLLARS (\$100). THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN JURISDICTIONS THAT PROHIBIT EXCLUSION OF LIABILITY OR LIMITATION OF IMPLIED WARRANTIES REGARDLESS OF THE PARTIES' CHOICE OF APPLICABLE GOVERNING LAW, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY BE LIMITED IN THEIR APPLICATION TO LICENSEE AND, DEPENDING ON LOCAL LAW, LICENSEE MAY HAVE OTHER SPECIFIC LEGAL RIGHTS.

10. TERM AND TERMINATION

- 10.1 The licenses granted hereunder commence on the Effective Date and will continue until terminated. Licensee may terminate this Agreement at any time by prior written notice to Marvell. Without prejudice to any other right or remedy which may be available to it, Marvell may terminate this Agreement, upon the provision of written notice to Licensee, if Licensee: (i) commits a material breach of any term or condition of this Agreement, including without limitation the license restrictions set forth in Section 3; (ii) makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to the supervision of a bankruptcy tribunal; (iii) has an order made against it, or passes a resolution, for its winding-up or has a lien holder take possession or has a receiver or similar officer appointed over all or substantially all of its property or assets; (iv) challenges or participates in challenging in legal or administrative proceedings the validity or enforceability of any Licensed Patent Claims; or (v) undergoes a change of control or divestiture of Licensee's business assets to which this Agreement relates.
- 10.2 Upon expiration or termination of this Agreement for any reason, Licensee agrees to immediately cease use of, and to destroy, at Marvell's sole option, all copies of the Deliverables, all Derivatives thereof and any other Confidential Information of Marvell, its affiliates or suppliers in Licensee's or its subcontractors' possession, custody or control, together with all copies and merged portions in any form, including but not limited to deletion of the foregoing from Licensee's computers, and to certify such return or destruction in writing. In the event of termination of this Agreement, all licenses granted to Licensee and sublicenses granted pursuant to Section 5 will terminate immediately. Licensee and its customers will have the right to continue using the Deliverables solely as incorporated into Licensee Products and/or Licensee Software prior to the termination or expiration of the Agreement.

- 10.3 Notwithstanding anything to the contrary contained herein, the introductory paragraph of this Agreement and the provisions of Sections 1, 3, 4, 7, 8, 9, 10, 11, 12 and 13 will survive any termination of this Agreement.

11. EXPORT CONTROLS

Licensee agrees that it will not export, reexport or transfer the Deliverables, Derivatives thereof, Confidential Information or any products developed with or utilizing the Deliverables, Derivatives, or Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Deliverables or Confidential Information were obtained. Licensee is solely responsible for obtaining any licenses or authorizations required for Licensee to export, reexport, transfer or import the Deliverables, Derivatives, Confidential Information and Licensee's Software and Licensee's Product.

12. UNITED STATES GOVERNMENT RESTRICTED RIGHTS

The Deliverables are "Commercial Items(s)" as defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, and their successors, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Licensee will comply with all laws and regulations applicable to the acquisition of Commercial Computer Software and Commercial Computer Software Documentation by the U.S. Government or any contractor therefor. If Licensee supplies Deliverables to a U.S. Government agency, in accordance with FAR 12.212 or DFARS 227.7202 and their successors, as applicable, Licensee will license the Deliverables to the U.S. Government subject to the terms set forth in this Agreement.

13. MISCELLANEOUS

- 13.1 Licensee will not assign or otherwise transfer this Agreement, the license(s) granted, or any of its rights and obligations hereunder, whether in whole or in part, including by operation of law, upon a change of control of Licensee or sale of Licensee's assets to which this Agreement relates or similar transaction, without the prior written consent of an authorized signatory of Marvell. This Agreement will bind and inure to the benefit of the parties and any permitted successors and assigns. Any purported assignment or transfer of this Agreement that is not in accordance with this Section 13.1 will be of no force or effect. Licensee will provide written notice to any successor to Licensee or its assets to which this Agreement relates of Marvell's rights and Licensee's obligations hereunder prior to the consummation of the change of control or sale of Licensee's business assets or similar transaction.

- 13.2 Licensee acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to Marvell in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Licensee agrees that, in addition to any other rights and remedies it may have, Marvell will have the right to seek injunctive or equitable relief in any court of competent jurisdiction to enforce Licensee's obligations under this Agreement. All remedies, whether under this Agreement, provided by law or otherwise, shall be cumulative and not alternative or exclusive.
- 13.3 This Agreement (and the rights and obligations of the parties with respect to their relationship under this Agreement) will be construed and interpreted in accordance with the laws of the United States and the State of California, without reference to conflicts of law principles. For purposes of resolving disputes under this Agreement, the parties irrevocably consent to the jurisdiction of all federal and state courts in California and agree that venue will lie exclusively in Santa Clara County, California. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 13.4 Any notice required or permitted to be given will be in writing, and shall be personally delivered, sent by courier or certified mail. Notice will be deemed to have been given (i) upon receipt when delivered personally; (ii) two (2) business days after being sent by prepaid, nationally recognized air courier with tracking capabilities; or (iii) five (5) business days after mailing if sent by registered or certified mail. Notices will be sent to Licensee at the address provided by Licensee during the Marvell registration process required to obtain access to the Deliverables and to Marvell at the address set forth in the introductory paragraph of this Agreement, with a copy to Marvell Semiconductor, Inc., 5488 Marvell Lane, Santa Clara California 95054, U.S.A., Attn: Legal Department. Either party may change the address for notice by providing written notice to the other party.
- 13.5 A failure or delay by either party in enforcing any provision of this Agreement will not operate as a waiver of the right to enforce such provision or any other provision of this Agreement. No waiver of any provision of this Agreement will be effective unless in writing, specifying the provision to be waived, and signed by an authorized representative of each party.
- 13.6 If a court holds that any provision of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part to the extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the parties intend that the court will sever and delete the provision from this Agreement. Any change to or deletion of a provision of this Agreement will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.
- 13.7 This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understanding, agreements, representations, and warranties, both written or oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by duly authorized representatives of both parties, except that any subsequent version of

this Agreement made available by Marvell and accepted by Licensee will be binding on the parties upon Licensee's acceptance of such subsequent version.

- 13.8 No provision of this Agreement is intended to confer any rights or benefits upon any third party. The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise or principal/agent is intended by the Agreement. Neither party shall have the right to bind or obligate the other. Neither party will be considered the author of this Agreement for the purpose of interpreting any provision herein. This Agreement is executed in English and no translation of this Agreement will have any effect on its interpretation. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that a facsimile or an electronic transmission of original signatures constitute and will be accepted as original signatures.

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

MARVELL ASIA PTE LTD

LICENSEE: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Version: LULA DISTI MAPL 1, January 20, 2020