



GEO SEMICONDUCTOR, INC. SOFTWARE LICENSE AGREEMENT

This SDK License Agreement is executed by GEO Semiconductor, Inc. on behalf of itself and its affiliates and subsidiaries (“GEO”) and Zoox (“Customer”). This SDK License Agreement (collectively, the “Agreement”) is effective as of April 15th, 2020 (the “Effective Date”).

Recitals

- A. GEO, among other things, develops, manufactures, and sells semiconductor products and offers a software development kit consisting of certain software development tools, operating system, driver software, firmware, and example application code, all of which are defined as the “GEO SDK”. The GEO SDK contains software or features representative or illustrative of those to be used with GEO integrated circuits (ICs) for development of software application programs to operate with GEO ICs.
- B. Customer desires to license the GEO SDK from GEO, under the terms and conditions of this Agreement, for the development of software application programs to operate with such GEO ICs.
- C. This Agreement permits Customer to license the GEO SDK from GEO or its distributors, representatives, or other partners who are duly authorized by GEO to offer such licenses to the GEO SDK and sets forth the basic terms and conditions under which the GEO SDK will be delivered. This Agreement governs Customer’s initial receipt of the SDK on the Effective Date as well as any future delivery by GEO of the SDK or other materials that reference this Agreement.

1. Definitions.

- 1.1 “Affiliate” means any entity under the Control of a party where “Control” means ownership of or the right to control greater than 50% of the voting securities of such entity.
- 1.2 “Customer Program” means a software program designed to operate with GEO ICs and developed by Customer using the Software.
- 1.3 “Documentation” means all manuals, documentation, and other written materials that GEO includes or otherwise provides as related to the Software or GEO ICs, whether in printed or electronic form, including without limitation, customer reference and installation manuals, user’s guides, and programmers guide.
- 1.4 “GEO ICs” means the specific integrated circuits listed in Exhibit B to the Order Form and that are separately purchased by Customer directly from GEO or through a GEO Affiliate or Representative.
- 1.5 “GEO-Enabled Products” means any product made by or for Customer that incorporates a GEO IC, including, for the avoidance of doubt, Customer’s owned and operated products.
- 1.6 “GEO Proprietary Software” means the GEO SDK package including software and materials, including any modifications, updates or additional materials subsequently provided by GEO referencing this Agreement, and all permitted copies made by Customer, and all basic or related materials pertinent to the Software, including without limitation any documentation provided, either in hardcopy form or electronic form. GEO Proprietary Software excludes Open Source Software and Third Party Software.
- 1.7 “Object Code” means software in machine-readable and executable form resulting from compilation or assembly of Source Code and that is not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

1.8 “Open Source Software” means any open source, community, or other free software code or libraries of any type, including, without limitation, any code that (a) is made generally available for free or that meets the definition of “open source” or “free” as defined by the Open Source Initiative or Free Software Foundation or (b) is licensed under any license agreement approved by either such entity (such as, for example purposes only, the GNU GPL, GNU LGPL, Mozilla, or Apache license). A list of the Open Source Software provided to Customer is identified in the Exhibit A.

1.9 “Software” the GEO Proprietary Software, Third Party Software, and Open Source Software delivered to Customer under the terms of this Agreement, as identified unless otherwise noted, the Software and Documentation are referred to collectively herein as “Software”.

1.10 “Term” means, subject to Section 8.

1.11 “Source Code” means software in human-readable, high-level language form, which when compiled or assembled becomes Object Code.

1.12 “Third Party Technology” means features or functionality that requires a license grant and/or payment by Customer to third parties for commercial activities related to Customer Programs and/or GEO-Enabled Products.

1.13 “Seat” means an individual user accessing a software application on a single computer at one specific time. If the multiple users access any portion of such software at the same instance in time, they will be using multiple Seats, and if a single user runs multiple copies of any single component of such software at the same time, that shall constitute multiple Seats.

2. Software Licenses.

Software is a compilation of GEO Proprietary Software, Third Party Software, and Open Source Software. The GEO Proprietary Software is licensed to Customer under the license grant set forth in Section 3 (GEO Proprietary Software License) below. The Open Source Software is licensed to Customer under the license specified in such Open Source Software and as further restricted by Section 4. If and only if so indicated, Third Party Software and Technology is sublicensed to Customer under the license terms of Exhibit C (“Third Party Terms”) as provided by Section 5. For purposes of clarity, the provisions of this Agreement applying to Source Code shall only apply if Source Code is being provided to Customer.

3. GEO Proprietary Software License Grant.

3.1 License Grant to GEO Proprietary Software. Subject to the terms of this Agreement, GEO hereby grants to Customer, during the Term, a personal limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free right and license:

(a) to use Object Code versions of GEO Proprietary Software internally at the Site for the sole purpose of creating Customer Programs; and

(b) to distribute and/or execute Object Code versions of Customer Programs solely as embedded in GEO-Enabled Products and only for the purpose of enabling the GEO ICs in such GEO-Enabled Product.

In all cases, the rights granted herein shall be exercised in accordance with (i) the Documentation, and (ii) this Agreement.

3.2 Source Code License. To the extent that the GEO Proprietary Software includes any reference or Source Code subject to the terms and conditions of this Agreement, GEO grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable, royalty-free right and license, during the Term to: use, modify, and compile the Source Code at the Site solely to the extent necessary to support the development of a Customer Program as permitted under Section 3.1 (License Grant to GEO Proprietary Software) above.

3.3 Copies. Except for purposes of exercising the license granted in Section 3 (GEO Proprietary Software License) and for back-up purposes, Customer may not copy the GEO Proprietary Software. Customer agrees to reproduce and include GEO's copyright notice on any copies of the GEO Proprietary Software, which copies it makes in any form, including partial copies of the GEO Proprietary Software.

3.4 License Restrictions on GEO Proprietary Software. Customer shall not and shall not allow any third party to:

(a) modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise translate or create derivative works based on the GEO Proprietary Software, except solely to the extent (i) expressly permitted in Section 3.1 (GEO Proprietary Software License) above or (ii) by applicable law and then only with advance notice of such activity to GEO;

(b) examine, review, evaluate, or otherwise use the GEO Proprietary Software to create or enable a competitive product or technology;

(c) rent, lease, or sublicense the GEO Proprietary Software to a third party;

(d) remove any product identification, proprietary, copyright or other notices contained in the GEO Proprietary Software;

(e) disclose or distribute to any third party (i) benchmarks or other comparisons relating to the GEO Proprietary Software or (ii) any information (A) relating to the results of Customer's use of the GEO Proprietary Software (including relating to performance, function, or deficiencies of the GEO Proprietary Software) or (B) contained in any documentation, report, or questionnaire of GEO;

(f) distribute or sell the GEO Proprietary Software in any manner other than as embedded in GEO-Enabled Products for the sole purpose of enabling the GEO ICs in such GEO-Enabled Product as permitted under Section 3.1 above; or

(g) USE OR DISTRIBUTE THE GEO PROPRIETARY SOFTWARE FOR MEDICAL OR LIFE CRITICAL APPLICATIONS.

3.5 Authorized Users. Customer's consultants and contractors, who are under written agreements to provide services to Customer ("Authorized Users"), may use the GEO Proprietary Software in accordance with the license granted to Customer, provided that

(a) such Authorized Users agree to be bound by terms as protective of GEO and the GEO Proprietary Software as the terms set forth in this Agreement,

(b) Customer shall remain responsible for such Authorized User's compliance with such terms, and

(c) each Authorized User's use of the GEO Proprietary Software is only for Customer's benefit in accordance with this Agreement.

3.6 No Right to Manufacture. Customer acknowledges and agrees that the license to the GEO Proprietary Software granted in Section 3.1 (GEO Proprietary Software License) does not include any license to any of GEO's other technology or intellectual property and that, consequently, it shall not have the right to manufacture any integrated circuits that incorporate any GEO technology, and that Customer is required to purchase separately GEO ICs from GEO or a GEO certified distributor.

3.7 Form of Delivery. GEO will provide the Software licensed hereunder to Customer by electronic medium or other form as mutually agreed, in the condition as it exists on the Effective Date of the applicable Order Form or date of delivery, if different, without special reformatting.

4.0 Open Source Licenses.

GEO will include license agreements or hyperlinks thereto for Open Source Software that is delivered to Customer as part of the Software. Customer understands and acknowledges that each Open Source Software license is a separate agreement between Customer and the copyright holder of such Open Source Software and that GEO is not a party to any such Open Source Software license. The terms and conditions governing Customer's use of the Open Source Software are set forth in the license agreement indicated in the Open Source Software and not in this Agreement. A list of the Open Source Software is provided in Exhibit A, but Customer

may receive other Open Source Software from GEO. Customer's use of all Open Source Software, whether or not listed in Exhibit A, must comply with the terms of each applicable Open Source Software license. This Agreement does not limit Customer's rights under, or grant Customer rights that supersede, the license terms of any particular Open Source Software license.

5. Third Party Software and/or Technology.

Customer acknowledges and agrees that Customer Programs and GEO-Enabled Products, as well as any products based on GEO Proprietary Software or other GEO technology may require certain licenses from certain standards bodies and/or other third parties holding intellectual property rights ("IPR") that may cover one or more of aforementioned items. Customer acknowledges and agrees that, unless otherwise indicated GEO is not granting a sublicense to IPR of Third Party Software and/or Technology, and Customer is solely responsible for procuring such license in connection with any use of such Third Party Software and/or Technology. If GEO is sublicensing Third Party Software and/or Technology, the terms and conditions governing Customer's use of the same will be set forth in Exhibit C of the Order Form and shall be complied with by Customer accordingly.

6. Representations and Warranties.

6.1 Customer Representations and Warranties. Customer represents and warrants that:

(a) To Customer's knowledge, none of the Customer Programs, GEO-Enabled Products, or any portion thereof, excluding any GEO Proprietary Software contained therein, constitutes infringement of any patent, copyright, trade secret or other property right of a third party anywhere in the world; and

(b) No portion of any Customer Program (including any libraries), or any GEO-Enabled Product, contains or will contain any "viral" Open Source Software, or any other software or code which compromises or interferes in any way with GEO's property rights in or to the GEO Proprietary Software or other GEO materials that may come into contact with such Customer Program or GEO-Enabled Products, or require GEO to disclose any source code to any such GEO Proprietary Software integrated in or distributed with any Customer Program or GEO-Enabled Product.

6.2 GEO Representations and Warranties. GEO represents and warrants that: (a) it has all rights, power and authority necessary to grant to Customer the rights granted in Section 3 herein, including but not limited to title to and licenses to the GEO Proprietary Software and related Source Code; (b) to its knowledge, none of the GEO Proprietary Software, GEO IC, or any portion thereof, constitutes or may give rise to a claim of infringement of any patent, copyright, trade secret or other property right of a third party anywhere in the world; and (c) unless so indicated on the Order Form, no portion of any GEO Proprietary Software (including any libraries), contains or will contain any "viral" Open Source Software, or any other software or code which could compromise or interfere in any way with Customer's property rights in or to the Customer Programs or GEO-Enabled Products, or require Customer to disclose any source code to any such Customer Program integrated in or distributed with any GEO-Enabled Product or GEO IC.

6.3 GEO Proprietary Software. Customer on behalf of itself and its Affiliates hereby covenants not to bring suit or otherwise assert that GEO Proprietary Software, in whole or in part, infringes upon Customer's intellectual property rights.

7. Ownership.

Notwithstanding anything to the contrary contained herein and except for the limited license rights expressly provided herein, GEO and its suppliers have and will retain all rights, title, and interest in and to the GEO Proprietary Software (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights) and all copies, modifications, and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to the GEO Proprietary Software and that irrespective of any use of the words "purchase", "sale," or like terms hereunder, no ownership rights are being conveyed to Customer under this Agreement or otherwise. For the avoidance of doubt, as between GEO and

Customer, Customer shall have and retain all rights, title, and interest in and to any Customer Programs except to the extent that any Software is incorporated therein.

8. Term and Termination.

8.1 Term. This Agreement will be effective during the “**Term**,” which means the period starting on the Effective Date and ending upon termination in accordance with this Section 8.2.

8.2 Termination. This Agreement (and all licenses granted to Customer hereunder) shall terminate on the earlier of:

(a) upon Customer’s material breach of any term of this Agreement and Customer’s failure, within thirty (30) days of Customer being notified by GEO (in writing) of such material breach, to remedy or correct the cause of such material breach; (b) the date upon which Customer discontinues the development, evaluation, sale or distribution of GEO-Enabled Products; or (c) upon thirty (30) days’ of Customer’s notice to GEO of its intent to terminate the Agreement. Upon written request from either party, the other party shall certify to the requesting party in writing that its has returned (or, with the consent of the requesting party, destroyed) all copies of the other party’s confidential information (including, in the case of Customer, GEO Proprietary Software) and any other material provided by the requesting party (excluding Open Source Software).

8.3 Survival. Sections 3 (GEO Proprietary Software License Grant), 4 (Open Source Licenses), 5 (Third Party Software and/or Technology), 6 (Representations and Warranties), 7 (Ownership), 8 (Term and Termination), 9 (Warranty Disclaimer), 11 (Limitation of Remedies and Damages), 13 (Indemnification), 14 (Confidential Information) and 15 (General) shall survive any termination or expiration of this Agreement.

8.4 Limited Survival of License. Notwithstanding anything contained herein, after termination or expiration of this Agreement, Customer’s license under Section 3 shall remain in effect as to Customer’s use of the Source Code and Object Code versions of GEO Proprietary Software internally at the Site for the sole purpose of maintaining or supporting a GEO-Enabled Product that was shipped or used by Customer in conjunction with an Object Code version of Customer Programs during the term of this Agreement.

9. Warranty Disclaimer.

EXCEPT AS DETAILED IN SECTION 6.2 (GEO REPRESENTATIONS AND WARRANTIES), TO THE EXTENT PERMITTED BY LAW, THE SOFTWARE AND ALL SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” NEITHER GEO NOR ITS SUPPLIERS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

10. Support & Maintenance.

The Software is provided to Customer without any maintenance or support services. Ongoing maintenance and customer support for the Customer Program, which is based upon or includes portions of the GEO Proprietary Software, is the responsibility of the Customer. GEO may provide to Customer, at GEO’s sole discretion, updates to the Software from time to time. Upon delivery, such updates to the Software are subject to the terms and condition herein.

11. Intentionally Omitted.

12. Limitation of Remedies and Damages.

12.1 EXCEPT FOR PURSUANT TO A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 14 OR FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 13, NEITHER PARTY IS LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE,

EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

12.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GEO'S AND ITS LICENSORS' AND SUPPLIERS' ENTIRE CUMULATIVE LIABILITY TO CUSTOMER SHALL NOT EXCEED TEN U.S. DOLLARS (\$10.00).

12.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 12.1 OR 12.2 ABOVE, THIS SECTION 12 DOES NOT APPLY TO ANY CLAIM ARISING UNDER SECTION 3 (GEO PROPRIETARY SOFTWARE LICENSE), SECTION 6 (REPRESENTATIONS AND WARRANTIES), SECTION 13 (INDEMNIFICATION) OR SECTION 14 (CONFIDENTIAL INFORMATION).

12.4 The parties agree that the limitations specified in this Section 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

13. Indemnification.

13.1 Intentionally Omitted.

13.2 Indemnification by GEO. GEO shall indemnify, defend and hold Customer and Customer's Affiliates harmless from any and all claims, liabilities, damages or expenses (including reasonable attorney's fees) which result from any claim that the GEO Proprietary Software or the GEO IC's or use thereof infringes a third party's intellectual property rights.

13.3 Notice of Indemnity. In the event a party (the "**Indemnitee**") receives notice of any suit or proceeding for infringement that is subject to indemnification by the other Party (the "**Indemnitor**") under this Section 13, the Indemnitee shall give the Indemnitor prompt notice in writing of such suit or proceeding for infringement, and the authority, information, and reasonable assistance (at Indemnitor's expense) necessary to defend such claims. If Indemnitor does not diligently pursue resolution of the claim nor provide Indemnitee with reasonable assurance that it will diligently pursue resolution, then Indemnitee may, without in any way limiting its other rights or remedies, defend the claim. Nothing herein shall limit or restrict each party or its Affiliates' or suppliers' rights to defend and protect their ownership and intellectual property rights in and to the party's intellectual property, in whole or in part, in connection with any claim. Each party agrees to provide reasonable cooperation to the other party in the defense of any such infringement claims, upon the reasonable request of the other party. The Indemnitor will not settle or take any action causing the Indemnitee to admit to any fault or liability without the explicit written consent of the Indemnitee.

14. Confidential Information.

Each party agrees that all code, inventions, know-how, business, technical and financial information it ("**Receiving Party**") obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation, or technical information provided by the Disclosing Party (or its agents) (excluding Open Source Software), performance information relating to the GEO Proprietary Software, Customer Program, GEO-Enabled Products and the terms of this Agreement are deemed Confidential Information of the Disclosing Party without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation does not apply to information that the Receiving Party can document:

- (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information;
- (b) is or has become public knowledge through no fault of the Receiving Party;
- (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation;
- (d) is independently developed by employees of the Receiving Party who had no access to such information; or

(e) is required to be disclosed pursuant to a regulation, law, or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

15. General.

15.1 Assignment and Delegation. Customer may not assign its rights or delegate its obligations (“assign” or “assignment”) under this Agreement without the prior written consent of GEO, and any purported assignment without such consent shall have no force or effect. In the event, Customer desires to assign this Agreement to a successor in interest by merger or acquisition of its entire business, Customer shall obtain GEO’s prior written approval, which shall be rendered by GEO in its sole discretion. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their permitted successors and assigns. In the event of an assignment or attempted assignment by Customer without GEO’s prior written approval, this Agreement shall immediately terminate.

15.2 Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision is limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

15.3 Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The parties agree to submit any claim or actions arising from and/or related this Agreement to the exclusive jurisdiction and venue of the Superior Court of California, Santa Clara County or the United States District Court for the Northern District of California, San Jose Branch and agree to waive any right to assert the defense of forum non conveniens or to object to such venue in any such proceeding.

15.4 Attorneys’ Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys’ fees and costs in connection with such action.

15.5 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given:

- (a) upon receipt if by personal delivery;
- (b) upon receipt if sent by certified or registered mail (return receipt requested); or
- (c) one day after it is sent if by next day delivery by a major commercial delivery service.

15.6 Amendments; Waivers. No supplement, modification, or amendment of this Agreement is binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement is for administrative purposes only and shall have no legal effect.

15.7 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

15.8 Audit Rights. Upon GEO’s written request, a maximum of one time per calendar year during the Term, Customer shall certify in a signed writing that Customer’s use of the Software is in full compliance with the terms of this Agreement (including any copy and user limitations). With prior reasonable notice, GEO may audit the copies of the Software in use by Customer provided such audit is during regular business hours and subject to the supervision of Customer personnel. Customer will be responsible for GEO’s reasonable audit costs only in the event the audit reveals that Customer’s use is not in accordance with the applicable license(s).

15.9 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

15.10 Force Majeure. Neither party is liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to extraordinary events that are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

15.11 Government End-Users. If the user or licensee of this Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of this Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

15.12 Export Compliance. Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not knowingly and shall not knowingly allow any third party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof:

(a) into (or to a national or resident of) any country that, as of the Effective Date, is include in the following list of Targeted Sanctions Countries defined by the United States Office of Foreign Assets Control Regulations (OFAC): Burundi, Central African Republic, Democratic Republic of the Congo, Libya, Lebanon, Sudan, South Sudan, Somalia, Belarus, Iraq, Yemen, Russia/Ukraine, Zimbabwe, Balkans, and Venezuela;

(b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals;

(c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or

(d) otherwise in violation of any export or import restrictions, laws, or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

15.13 Injunctive Relief. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of the provisions of this Agreement by a party may cause the other party irreparable damage for which recovery of money damages may be inadequate, and that the non-breaching party may therefore be entitled to obtain timely injunctive relief to protect the non-breaching party's rights under this Agreement in addition to any and all remedies available at law.

Accepted and agreed to as of the Effective Date of _____ by the authorized representative of each party:

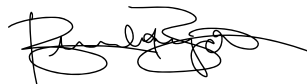
GEO Semiconductor Inc.

Zoox, Inc. DBA in California as Zoox Labs, Inc.

Company Name

Company Name





Signature

Signature

Ronald Allard

Bruce W. Baumgartner

Printed Name

Printed Name

Vice President of Sales

Vice President

Title

Title

4/30/2020

May 1, 2020

Date

Date

EXHIBIT A
Software

GEO PROPRIETARY SOFTWARE						
Package (GEO P/N)	Product Description	Term	Activation Date	Unit Price	Quantity	Extended Price
SW-GW5-CPU-Corefile	CPU Core Definition File (GEO)	Lifetime				

OPEN SOURCE SOFTWARE PROVIDED BY GEO			
Package (GEO P/N)	Product Description/License Type	Format (Object, Source Code)	Comment
SW-GW5-CPU-Corefile	Graphics Library/MIT, © Vivante (see EXHIBIT D)	Source (Header Files)	

EXHIBIT C
THIRD PARTY SOFTWARE TERMS
(ONLY IF THIRD PARTY SOFTWARE IS BEING SUBLICENSSED)

Cadence Third Party Software

C.1 With respect to the Cadence Software Development Tools, the following license grant amends and replaces only the license grant in the Terms:

- a. Software Development Tools Object Code License Grant.** For any Software Development Tools that are provided in object code or compiled format, the following license shall apply: Subject to the terms and conditions of this Agreement, Cadence, either directly or by and through one of its affiliates, grants to Licensee a limited, nonexclusive, nontransferable license, without right of sublicense: (a) to Use the Software Development Tools during the Term solely for the purposes of (i) designing, developing, and testing the Licensee Software and (ii) integrating the Cadence Software Libraries into the Licensee Software; and (b) a perpetual license to distribute the Cadence Software Libraries solely as integrated in the Licensee Software and solely for use on integrated circuits that incorporate Cadence's processor core.

- b. Software Development Tools Source Code License Grant.** For any Software Development Tools that are provided in source code format, the following license shall apply: Subject to the terms and conditions of this Agreement, Cadence, either directly or by and through one of its affiliates, grants to Licensee a limited, nonexclusive, nontransferable license, without right of sublicense: (a) to Use the Software Development Tools to create Software Development Tools Source Code Modifications during the Term; (b) a perpetual license to distribute the Cadence Software Libraries (including any Software Development Tools Source Code Modifications) solely as integrated in the Licensee Software and solely for use on integrated circuits that incorporate Cadence's processor core. Except for any portions of the Software Development Tools which are Open Source Software, Licensee agrees that: (i) in the creation of any Software Development Tools Source Code Modifications, Licensee shall not Use or incorporate any Open Source Software; and (ii) all modifications or derivative works of the Software Development Tools shall be owned by Cadence and Licensee hereby assigns all ownership and associated intellectual property rights in and to all modifications or derivative works of the Software Development Tools to Cadence.

C.2 License Limitations. Unless otherwise expressly provided in this Agreement, Licensee may not, nor may it permit any third party to: (i) adapt, translate, modify or create derivative works of the Software Development Tools or any portion of them; (ii) distribute, rent, lease or transfer the Software Development Tools or any portion of them to any third party; or (iii) decompile, disassemble, or otherwise attempt to derive computer source code from the Software Development Tools or any portion of them.

EXHIBIT D
OPEN SOURCE SOFTWARE DETAILS

```
/*
 * OpenVG APIs (Application Protocol Interfaces)
 * License: MIT, © Vivante (see attribution header below)
 * Format: Source (header files only)
 *
 ****
 * The MIT License (MIT)
 *
 * Copyright (c) 2014 - 2017 Vivante Corporation
 *
 * Permission is hereby granted, free of charge, to any person obtaining
 * a copy of this software and associated documentation files (the
 * "Software"), to deal in the Software without restriction, including
 * without limitation the rights to use, copy, modify, merge, publish,
 * distribute, sublicense, and/or sell copies of the Software, and to
 * permit persons to whom the Software is furnished to do so, subject to
 * the following conditions:
 *
 * The above copyright notice and this permission notice shall be
 * included in all copies or substantial portions of the Software.
 * THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND,
 * EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF
 * MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
 * IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY
 * CLAIM, DAMAGES OR OTHER OR OTHERWISE, ARISING
 * LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT FROM, OUT OF OR IN
 * CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE
 * SOFTWARE.
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