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(c) sell or ship or provide for the design, production, development, production, operation, installation, maintenance, repair, overhaul, refurbishment of supercomputers, or for incorporation into or for the development and production of supercomputer components and equipment, unless the transaction is permitted or authorized by applicable laws and regulations;

(d) sell or ship or provide to Iran, Russia, Belarus, or to military end users and any customer under prohibitions or restrictions imposed by China, the United States or the United Nations, the European Union and any other applicable government or organization, particularly, to any entity that is subject to the EAR footnote 1, EAR footnote 3 and EAR footnote 4 to Entity List, unless the transaction is permitted or authorized by applicable laws and regulations.

(3) You acknowledge and undertake that neither You nor any of Your end users are subject to any trade restrictions, sanctions or other legal restrictions imposed by any country, international organization or administrative institution, is controlled by or actually controlled by any person or any entity subject to trade restrictions, sanctions or other legal restrictions, or is a non-military end user. In such event, You undertake to immediately notify GigaDevice of the matters regarding restriction and sanctions. If GigaDevice receives notice that You or Your end-user is or has been determined to be a sanctioned or restricted party or military end-user under applicable laws and regulations, and provided that GigaDevice's performance of this Agreement will result in the breach of such sanctions or restrictions, GigaDevice shall not be obligated to perform its obligations under this Agreement without any liability.

(4) You understand and agree that the obligations in Sections 12.1-12.3 above are required by law and shall be complied with during the Term of, or after termination of, this Agreement; GigaDevice shall have the right to suspend or cease its performance of this Agreement without giving You any opportunity to make corrections and/or seek other legal remedies in the event of any breach by You of the foregoing terms. In addition, You shall defend, indemnify and hold harmless GigaDevice and its directors, officers and employees for and against any prosecution, law enforcement and judicial proceedings, actions, expenses, penalties, and losses resulted from Your such breach.

13. Compliance

(1) You agree to fully comply with all laws, rules, and regulations in relation to anti-bribery and anti-corruption and abide by the code of ethics and the anti-bribery policy communicated by GigaDevice to You from time to time. You shall not provide GigaDevice's employees and/or their relatives with commissions, rebates and other illegitimate material benefits in any way in exchange for illegitimate support to You by taking advantage of their position. If You are demanded by GigaDevice's personnel for material benefits, You have the obligation to reject such demand and immediately lodge a written complaint to GigaDevice. You undertake that there are no existing, ongoing or potential anti-corruption and/or anti-bribery allegations, lawsuits and investigations against You or Your directors, management, agents or employees.

(2) You shall support and respect internationally recognized human rights protections and recognize basic requirements for workers' rights, create a healthy, dignified and fair working environment for their own employees, value and protect employees' privacy, health, safety and other legitimate rights, and protect the rights and interests of female employees. You undertake that there will be no forced or compulsory labor in any form, nor there will be child labor and other forms of employment that do not meet the requirements of International Labor Organization Conventions. You also undertake that the employees may not be discriminated or unequally treated due to their colors, ages, nations, genders, nations, religious beliefs, political tendencies or other factors.

(3) You shall comply with applicable laws and regulations on personal information protection, including without limitation: undertake that the personal information provided or to be provided to GigaDevice has been duly authorized; and ensure that the personal information provided by GigaDevice will not be handled (including collection, storage, use, processing, transmission, provision, disclosure, deletion, etc.) beyond the scope authorized by GigaDevice.

(4) In the case of You and Your personnel' s breach of any provisions of this Section, You shall indemnify GigaDevice and its directors, officers and employees for any and all losses incurred therefrom, including but not limited to the fines imposed by any government agencies, attorney fees, and litigation fees, etc. In addition, any breach of this Section shall be deemed as a material breach of this Agreement and will cause irreparable damage to GigaDevice, entitling GigaDevice to terminate this Agreement and all relevant Purchase Orders immediately at GigaDevice's sole discretion without liability. You shall have no opportunity to correct such non-compliance.

14. SEVERABILITY

If any provision of this agreement is or becomes, at any time or for any reason, unenforceable or invalid, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been inserted in this Agreement.

15. WAIVER

The failure or delay of either party to enforce any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

16. ASSIGNMENT

This Agreement may not be assigned by You, nor any of Your rights or obligations hereunder, to any third party without prior written consent of GigaDevice. In the event that this Agreement is assigned effectively to a third party, this Agreement shall bind upon successors and assigns of the parties hereto.

17. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

18. TERMINATION

GigaDevice may terminate this SLA, including its licenses, at any time if You are in material breach of any of its terms and conditions and You have failed to cure such breach within 30 (thirty) days after receiving notification from GigaDevice of such breach. Upon termination, You will immediately destroy or return all copies of the Licensed Software (including without limitation any software or Documentation) to GigaDevice. After termination, Your sole surviving right will be to continue to use the Licensed Software solely to the extent that it was already incorporated before Your material breach of this Agreement into Your Products, which were sold by You before the date of Your material breach.

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(1) If a court or agency of competent jurisdiction holds any term of this SLA invalid, illegal, or unenforceable for any reason, the remainder of this SLA shall be valid and enforceable and You and GigaDevice shall discuss in good faith a substitute, valid, enforceable provision which most nearly effects the parties intent in entering into this SLA. The failure by GigaDevice to enforce any provisions of this SLA or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

(2) No agency, joint venture, partnership or other business organisation shall be created or be construed as being created by reason of this SLA. You will not have the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of GigaDevice or bind GigaDevice in any respect whatsoever. You and GigaDevice are independent parties.

(3) Nothing in this SLA shall be construed as making You an employee, agent or legal representative of GigaDevice.

(4) This SLA contains the entire and sole agreement between You and GigaDevice on the subject matter of this SLA, and supersedes all representations, undertakings and agreements previously made between You and GigaDevice and shall prevail over the terms and conditions set forth in any document from You with respect to the subject matter of this SLA. Any amendment to this SLA shall be agreed in writing and be duly signed by You and GigaDevice and shall make reference to this SLA.

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This SLA and matters connected with the validity, interpretation or performance thereof shall be governed, construed, interpreted, and applied in all respects by the laws of the People's Republic of China (excluding Hong Kong Special Administrative Region, Macau Special Administrative Region for

the purpose of this SLA), without resort to conflict of laws principles. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to their relationship.

Dispute Resolution. Any dispute arising from or in connection with this Agreement shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted at Beijing, People's Republic of China, in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon the Parties, and the arbitration shall be conducted in the English language.

Revision history

Document revision history

Date	Version	Changes
2023-10-25	1.0	Initial release
2024-03-04	1.1	2nd release