

TECHNICAL ENGINEERING SUPPORT AGREEMENT

This Agreement (the “**Agreement**”) is entered into and effective as of (the “**Effective Date**”) by and between Intrinsyc Technologies Corporation, 300–885 Dunsmuir Street, Vancouver, B.C. Canada V6C 1N5 (“**Intrinsyc**”) and (“**Client**”) and each respective party’s affiliate defined as entity that directly or indirectly controls, is controlled by, or is under common control with such party, but only as long as such control exists.

WHEREAS Intrinsyc has SOMs and development kits (“**Intrinsyc Products**”) that can be integrated into industrial and commercial applications;

WHEREAS Client is developing a product based on one of Intrinsyc’s Products; and

WHEREAS Intrinsyc is to provide technical engineering support services (“**Services**”) to Client for the purpose of incorporating or combining the Intrinsyc Products with Client products solely for internal development and demonstration purposes only.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **EULA TERMS AND CONDITIONS.** Client has purchased Intrinsyc Products in accordance with Intrinsyc’s development platform license agreement (“**EULA**”) for the purpose of incorporating or combining those products with Client products solely for internal development and demonstration purposes only. This Agreement is also governed by and subject to the terms and conditions of the EULA which are incorporated by reference (see <https://www.lantronix.com/downloads/legal-terms/qualcomm-terms.html>) in addition to the terms and conditions in this Agreement.

2. **SERVICES SCOPE AND DELIVERABLES.** Intrinsyc will use reasonable commercial efforts to provide Services that assist Client with its development activities. Intrinsyc and Client will work together to establish the tasks to be completed under this Agreement. Intrinsyc will assign a dedicated engineer to work on each agreed task which may include, but is not limited to, tasks such as architecture review, Client’s product design review, performance analysis, software debugging and driver development assistance. In the event that Intrinsyc Products are damaged during the Services, Client will be required to purchase additional Intrinsyc Products. Subject to Client payment of the fees outlined herein, the deliverables provided by Intrinsyc to Client in performance of the Services will be solely owned by Intrinsyc or its respective licensors and licensed to Client in accordance with the terms and conditions of the EULA with no other license terms or conditions being applicable

3. **TECHNICAL SUPPORT SERVICES MANAGEMENT.** Intrinsyc’s support team will coordinate the execution of all support tasks. An estimate of the number of hours required to complete each support task will be provided by the support team. Client will provide confirmation via email before Intrinsyc will commence with the support task. For each week Intrinsyc is actively engaged on a support tasks, the support team will report the number of support hours used that week, along with the remaining unused hours available under this Agreement.

4. **PRICE AND PAYMENT.** Client shall pay to Intrinsyc an amount for the Services to be provided of (“**Price**”) which will be performed on a time and materials fee basis and applied at an hourly rate of US\$150.00 as the Services are performed. Intrinsyc shall report to Client the effort spent each calendar month with details of the number of actual hours incurred. Price excludes taxes (including any applicable federal, state, provincial, use, VAT, goods and services, harmonized, and local taxes), shipping and customs duties. In the event that the Price is not fully applied or utilized in the provision of Services by Intrinsyc within six (6) months following the date of this Agreement, Intrinsyc will have no any further obligation to provide any additional Services under this Agreement.

5. **WARRANTY AND LIMITATION OF LIABILITY.** Intrinsyc warrants that the Services shall be provided in a conscientious, diligent and efficient manner by knowledgeable and competent personnel. This sole and exclusive warranty is provided only so long as Client shall continue to use the Services referred to above and shall cease upon the expiry or termination of this Agreement. COMPLIANCE WITH THE ABOVE WARRANTY IS AGREED TO BE THE CLIENT’S FULL AND SOLE REMEDY FOR ANY AND ALL COST OR DAMAGES CAUSED BY SUCH DEFECTS. INTRINSYC WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT AND/OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. INTRINSYC’S AGGREGATE CUMULATIVE LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THE WORK UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO INTRINSYC HEREUNDER. CLIENT ACKNOWLEDGES AND AGREES THAT THE WARRANTY SET OUT ABOVE IN THIS SECTION IS THE SOLE AND LIMITED WARRANTY PROVIDED BY INTRINSYC AND, IS IN LIEU OF, AND THAT THERE ARE NO, OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION AND WHETHER ARISING OUT OF STATUTE, LAW, EQUITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.

6. TERM AND TERMINATION. This Agreement shall commence as of the Effective Date and shall continue in effect for a period of six (6) months. Intrinsyc may terminate this if Client commits a material breach of this Agreement and fails to remedy such material breach within thirty (30) days after delivery of written notice by Intrinsyc of the occurrence of such breach. In the event that Client does not remedy a material breach of any term of this Agreement in the above period, inclusive of all payment obligations to Intrinsyc, all rights, inclusive of Software and other license rights applicable, pertaining to Products under this Agreement terminate effective immediately with no future such rights being authorized. The rights and obligations of the parties under the EULA and Sections 2 (Services Scope and Deliverables), 4 (Price and Payment), 5 (Warranty and Limitation of Liability), and 7 (Miscellaneous) of this Agreement shall survive the termination or expiration of this Agreement.

7. MISCELLANEOUS

(a) **Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the parties agree not to directly or indirectly solicit, hire, retain, use or otherwise employ in any capacity whatsoever any current employee of the other party without the prior written consent of the other party.

(b) **Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its provisions on conflict of laws.

(c) **Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance; provided, however, that obligations for payment of Products shipped shall not be relieved or suspended by any event of force majeure.

(f) **Other Terms.** This Agreement (together with the EULA) constitutes the entire agreement between the parties regarding this subject matter. This Agreement may be executed in counterparts. A facsimile copy of this Agreement including signature pages shall be deemed to be an original. The relationship between parties shall be that of independent contractors. Nothing contained herein shall be construed to imply a joint venture, partnership, principal or agent relationship, or other joint relationship, and neither party shall have the rights, power or authority to create any obligation, express or implied, on behalf of the other. This Agreement shall be binding upon and ensure to the benefit of any successor or permitted assignee of each of the parties. Neither party shall assign or otherwise transfer any of its rights, obligations or licenses hereunder without the prior written consent of the other party.

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