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別紙 2

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5.2.1 Payment is due by Licensee upon download, at time of purchase, or no later than within thirty (30) days of date of AVAGO invoice therefore, as designated by AVAGO All payments shall be made in U.S. currency unless otherwise agreed. If at any time, Licensee is delinquent in the payment of any invoice, or is otherwise in breach of this Agreement, AVAGO may, at its discretion, and without prejudice to its other rights, withhold delivery (including partial delivery) of any order or may, at its option, require Licensee to prepay for further deliveries. Any sum not paid by Licensee, when due, shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less.

5.2.2 All payments or reimbursements due under this Agreement and any instrument or agreement required hereunder shall be made free and clear and without deduction for any and all present and future Taxes. Payments due to AVAGO under this Agreement and any instrument or agreement required hereunder shall be increased so that amounts received by AVAGO, after provisions for Taxes and all Taxes on such increase, will be equal to the amounts required under this Agreement and any instrument or agreement required hereunder if no Taxes were due on such payments.

5.2.3 The Licensee shall indemnify AVAGO for the full amount of Taxes attributable to the provision of products or services under this Agreement, and any liabilities (including penalties, interest and expenses) arising from such Taxes, within thirty (30) days from any written demand by AVAGO. The Licensee shall provide evidence that all applicable Taxes have been paid to the appropriate taxing authority by delivering to AVAGO receipts or notarized copies thereof within thirty (30) days after the due date for such tax payments.

5.2.4 Without prejudice to the survival of any other Agreement of Licensee hereunder, the obligations of Licensee contained in this section shall survive the payment in full of all payments hereunder.

6. Support

(a) AVAGO may provide the following support services for the AVAGO Licensed Code to the extent AVAGO deems reasonable: Updates if and when released and errata in AVAGO's sole discretion. AVAGO shall not be responsible for any other support or maintenance of AVAGO Licensed Code to Licensee or its Subsequent Users, unless otherwise agreed to in writing. AVAGO is under no obligation

to provide support services and may discontinue support services at any time. AVAGO will not provide support for modified AVAGO Licensed Code or Licensee's Derivative Works of the AVAGO Source Code.

(b) Any Updates to the AVAGO Licensed Code provided by AVAGO (which shall only be provided by AVAGO in its sole discretion) shall be governed by the terms of this Agreement.

(c) If Licensee finds what Licensee considers an error in the AVAGO Licensed Code, Licensee will notify AVAGO so that AVAGO can, in its sole discretion, make corrections to the AVAGO Licensed Code or to future revisions of the AVAGO Licensed Code.

7. Term and Termination

7.1 Term. The term of this Agreement is five (5) years from the Effective Date, subject to renewal upon mutual agreement of the parties.

7.2 Termination for Breach. If Licensee breaches any material provision of this Agreement, AVAGO shall have the right to terminate this Agreement, including all licenses granted hereunder, in addition to any and all other remedies available at law or equity, unless Licensee cures such breach within sixty (60) days ("Cure Period") after receiving written notice of the breach by AVAGO. Licensee shall make best efforts to cure the material breach in the least amount of time possible within the Cure Period.

7.3 Insolvency. If either party: (a) becomes substantially insolvent; (b) makes an assignment for the benefit of creditors; (c) files or has filed against it a petition in bankruptcy or seeking reorganization; (d) has a receiver appointed; or (e) institutes any proceedings for liquidation or winding up or have such proceedings instituted against it; then the other party may, in addition to other rights and remedies it may have, terminate this Agreement immediately by written notice.

7.4 Consequences. Upon termination or expiration of this Agreement for any reason whatsoever, the licenses, rights, and covenants granted hereunder and any obligations imposed hereunder shall cease except as otherwise expressly set forth herein as surviving termination or expiration.

7.5 Return of Confidential Information. Upon expiration or termination of this Agreement for any reason or upon written request by AVAGO, Licensee agrees to promptly return to AVAGO or, at AVAGO's request, destroy and certify by an officer of Licensee in writing the destruction of, all AVAGO Confidential Information furnished to Licensee, including all AVAGO Licensed Code and Explanatory Materials.

7.6 Survival of Licenses. Any AVAGO Licensed Code and Explanatory Materials distributed prior to the effective date of any termination, expiration, breach, or cancellation of this Agreement, shall remain licensed (including any AVAGO Licensed Code in inventory, manufactured, or work in progress with Licensee products) under the terms of this Agreement. Notwithstanding the foregoing, Licensee may retain an archival copy of portions of the AVAGO Confidential Information, including AVAGO Licensed Code and Explanatory Materials, necessary for Licensee to provide ongoing technical support to Subsequent Users using the AVAGO Licensed Code ("Archival Materials") after termination,

expiration or cancellation of this Agreement. Such Archival Materials may not be used for any other purpose without the written consent from AVAGO. Licensee shall keep such Archival Materials confidential for an additional five (5) years from the date of termination, expiration , or cancellation of this Agreement, regardless of when the AVAGO Confidential Information was disclosed.

7.7 Survival. In the event of expiration or termination of this Agreement for any reason, the following sections of this Agreement shall survive: 1, 3, 5, 7, 8, 9, 8 and 10. Termination will not prejudice either party to require performance of any obligation due at the time of termination. All end user licenses in effect and in compliance with the Agreement prior to effective termination or expiration shall survive and continue in full force and effect in accordance with their terms and Licensee may continue to perform its obligations thereunder, including support obligations.

8. Disclaimer of All Warranties

8.1 THE PARTIES AGREE THAT AVAGO FURNISHES THE AVAGO LICENSED CODE AND EXPLANATORY MATERIALS TO LICENSEE "AS IS," UNSUPPORTED, WITHOUT WARRANTY OF ANY KIND. AVAGO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, INCLUDING ANY THAT MAY ARISE FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. AVAGO SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE AVAGO LICENSED CODE OR EXPLANATORY MATERIALS. AVAGO MAKES NO WARRANTY OR REPRESENTATION THAT THE AVAGO LICENSED CODE OR EXPLANATORY MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE APPLICATION.

8.2 AVAGO DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH LICENSEE'S USE OF THE AVAGO LICENSED CODE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR APPLICATION. LICENSEE REPRESENTS AND WARRANTS THAT IT WILL NOT USE THE LICENSED AVAGO CODE IN ANY MEDICAL, NUCLEAR, AVIATION, NAVIGATION, MILITARY, OR OTHER HIGH RISK DEVICE OR APPLICATION. LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD AVAGO HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT AVAGO INCURS IN CONNECTION WITH BREACH OF THE WARRANTY IN THIS SECTION 8.2.

8.3 AVAGO DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH LICENSEE'S CREATION AND USE OF DERIVATIVE WORKS OF THE AVAGO SOURCE CODE. LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD AVAGO HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT AVAGO INCURS IN CONNECTION WITH LICENSEE'S DERIVATIVE WORKS OF AVAGO SOURCE CODE.

9. Limitation of Liability

IN NO EVENT SHALL AVAGO, ITS EMPLOYEES, AFFILIATES ORSUPPLIERS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES OR DATA OR COSTS OF PROCURE OF SUBTITUTE GOODS OR SERVICES, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, ECONOMIC OR PUNITIVE DAMAGES, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY, ARISING OUT OF THE USE OR INABILTY TO USE THE AVAGO LICENSED CODE OR EXPLANATORY MATERIALS, EVEN IF AVAGO OR ITS EMPLOYEES, SUPPLIERS OR AFFILIATES ARE ADVISED OF THE POSSIBILTIY OF SUCH DAMAGES. IN THE EVENT THAT THE APPLICABLE JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, BUT DOES ALLOW LIABILTY TO BE LIMITED, THE LIABILITY OF AVAGO, ITS EMPLOYEES, AFFILIATES, OR SUPPLIERS IN SUCH CASES, SHALL BE LIMITED TO $100 US DOLLARS.

10. General

10.1 Assignment. Licensee shall not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of AVAGO. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this Section 10.1 shall be null and void.

10.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the law of the State of California without reference to its conflicts of law principles.

10.3 Exclusive Jurisdiction. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the California state courts of Santa Clara County, California in United States District Court for the Northern District of California, and the parties consent to the personal and exclusive jurisdiction of these courts.

10.4 Export Control. Licensee shall follow all export control laws and regulations relating to the AVAGO Licensed Code and Explanatory Materials. Licensee hereby acknowledges responsibility for compliance with all applicable US and local laws and regulations related to import and export and acknowledges and agrees that the AVAGO Licensed Code is subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Licensee agrees that the AVAGO Licensed Code is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to prohibited or embargoed countries, nor be used for any prohibited end-use, such as nuclear activities, chemical/biological weapons, or missile projects, unless expressly authorized by the U.S. Government. Prohibited countries are set forth in the Supplement 1 to Part 740 of the U.S. Export Administration

Regulations. Countries currently subject to U.S. embargo include: Cuba, Iran, N. Korea, Sudan and Syria. This list is subject to change without further notice from AVAGO Corporation and Licensee understands that compliance with the list as it exists in fact, is required. Licensee assumes sole responsibility for obtaining any/all licenses required for export or re-export. All ECCN and CCATS numbers and License Exception information are subject to change without notice. Modification in any way nullifies the classification. It is therefore your obligation as an exporter to verify such information and comply with the then currently applicable regulations. Any data provided by AVAGO is for informational purposes only. AVAGO Corporation makes no representation or warranty as to the accuracy or reliability of any classifications or numbers. Any use of such classifications or numbers by you is without recourse to AVAGO Corporation and is at your own risk. AVAGO Corporation is in no way responsible for any damages, whether direct, indirect, consequential, incidental or otherwise, suffered by you as a result of using or relying upon such classifications or numbers for any purpose whatsoever. Licensee agrees to consult the EAR, the Bureau of Industry and Security's Export Counseling Division, and other appropriate sources before distributing, importing, or using AVAGO products. You may request software classification information from AVAGO or view it at AVAGO.com. If requested, Customer agrees to sign written assurances and other export-related documents as may be required by AVAGO.

10.5 Waiver. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

10.6 Notice. Any notice or claim provided for herein to AVAGO shall be in writing and addressed as set forth below, and shall be given (i) by personal delivery, effective upon delivery, (ii) by first class mail, postage prepaid, addressed as set forth below, effective one (1) business day after proper deposit in the mail, or (iii) by facsimile directed to the facsimile number set forth below, but only if accompanied by mailing of a copy in accordance with (ii) above, effective as of the date of facsimile transmission.

Vice President

Global Commercial Law Group

AVAGO Corporation

1110 American Parkway, NE

Room 12K-302

Allentown, PA 18109

Fax: (610) 712-1450

10.7 Severability. If any term, condition, or provision of this Agreement, or portion of this Agreement, is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this

Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.8 Other Rights. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party or any third party any license or other right except, solely as to the parties hereto, the rights expressly granted hereunder.

10.9 Integration; Modification. This Agreement embodies the final, complete and exclusive statement of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous representations, descriptions, courses of dealing, or agreements in regard to such subject matter. No amendment or modification of this Agreement shall be valid or binding upon the parties unless stated in writing and signed by an authorized representative of each party.

10.10 Publicity. All publicity concerning this transaction referring to the other party shall require the other party's prior written approval which shall not be unreasonably withheld.

10.11 Relationship of the Parties. The relationship of the parties hereto is that of independent contractors. Neither party, nor its agents or employees, shall be deemed to be the agent, employee, joint venture partner, partner or fiduciary of the other party. Neither party shall have the right to bind the other party, transact any business on behalf of or in the name of the other party, or incur any liability for or on behalf of the other party.