

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5601214

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	UVTECH SYSTEMS, INC.	06/11/2019
RECEIVING PARTY DATA		
Name:	SEMES CO., LTD.	
Street Address:	77 4SANDAN 5-GIL	
Internal Address:	CHEONAN-SI	
City:	CHUNGCHEONGNAM-DO	
State/Country:	KOREA, REPUBLIC OF	
Postal Code:	31043	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	8183500	
Patent Number:	8410394	
Patent Number:	8415587	
Patent Number:	8658937	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-925-5520	
Email:	patents@vlpawgroup.com	
Correspondent Name:	VLP LAW GROUP, LLP	
Address Line 1:	555 BRYANT STREET	
Address Line 2:	SUITE 820	
Address Line 4:	PALO ALTO, CALIFORNIA 94301	
ATTORNEY DOCKET NUMBER:	111057	
NAME OF SUBMITTER:	ELISABETH SMITH	
SIGNATURE:	/Elisabeth Smith/	
DATE SIGNED:	07/02/2019	
Total Attachments: 16		

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PATENT AND TECHNOLOGY LICENSE AGREEMENT

THIS PATENT AND TECHNOLOGY LICENSE AGREEMENT (this "Agreement") shall be effective as of the date this agreement is signed (the "Effective Date") by and between UVTech Systems, Inc., a Massachusetts corporation with its principal place of business at 490 Boston Post Road, Sudbury, MA 01776, USA ("Licensor"), and SEMES Co., Ltd, a Korean corporation with its principal place of business at 77 4Sandan 5-gil, Cheonan-si, Chungcheongnam-do 31043, Republic of Korea ("Licensee"). Each of Licensor on the one hand and Licensee on the other hand is referred to as a "Party" and collectively as the "Parties."

WHEREAS, Licensor is the owner of all rights, title and interest in and to the "Licensed Patents, Technology, and Support" (defined below) and the inventions described and claimed therein and desires to license them to Licensee, and

WHEREAS, Licensee desires to acquire non-exclusive, non-assignable licensing rights to the Licensed Patents, Technology, and Support subject to and conditioned upon the terms set forth herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Licensor and Licensee agree as follows:

1. Definitions

1.1. **Licensed Patents.** In this Agreement, "Licensed Patents" shall mean the patents and patent applications listed on Exhibit A, and rights related thereto or arising thereunder, including any and all (i) continuations, continuations-in-part, divisionals, provisionals, reissues, reexaminations, extensions, continuing prosecution applications, requests for continuing examinations, substitutions, renewals, and registrations thereof, (ii) patents and patent applications to which the Licensed Patents directly or indirectly claim priority or for which the Patents directly or indirectly form a basis for priority, (iii) patents and patent applications with respect to which a terminal disclaimer has been filed referencing any of the Licensed Patents, or that are referred to in any terminal disclaimer filed with respect to any of the Licensed Patents, and (iv) foreign patents, patent applications and corresponding rights thereof relating to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances related to the Licensed Patents. **Technology.** In this Agreement, "Technology" shall mean all intellectual property including, without limitation, optical/mechanical/electrical hardware design, software, firmware, schematics, copyrights, proprietary designs, plans, processes, test procedures, manufacturing procedures, any unpublished research and development information, inventions (whether or not patentable), technical data and information, trade secrets, standards, and know how, owned or licensable by Licensor as of the Effective Date or in the future relating to the Licensed Patents including such technology described in Exhibit B ("**Design and Build Materials**") and Exhibit C ("**Technology Support**").

1.2. **Support.** In this Agreement, "Support" shall mean technical support provided to Licensee by Licensor through e-mail, telephone, on-site training and consultation, and support for implementation into Licensee's products containing the Technology.

1.3. **Patent Documents.** In this Agreement, "Patent Documents" shall mean: (a) any and all documents and materials relating to the ownership, status, and validity of the Licensed Patents in Licensor's or its agent's possession or control, including but not limited to the complete prosecution files for the Licensed Patents, the invention disclosures and other documents describing or relating to the invention for the Licensed Patents, all agreements assigning ownership of the Licensed Patents from the inventors and/or prior owners to Licensor, if unpublished, a copy of the filing receipt and the non-publication request, if applicable, and evidence of foreign filing license (or denial thereof), and a copy of security agreement and a copy of license agreements, related to the Licensed Patents, if any. To the extent any such documents are kept in electronic form, Licensor shall work with Licensee to deliver the information in a format reasonably acceptable to both Parties; and (b) Licensor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Licensed Patents, including, but not limited to, the names, addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

1.4. **Technology Information.** In this Agreement, "Technology Information" shall mean any and all documents and materials relating to the Technology as defined in Section 1.2 of this Agreement.

1.5. **Closing.** In this Agreement, "Closing" means the completion of the following concatenated performance done by the Parties: (a) within twenty (20) days after the Effective Date, Licensor shall complete the delivery of this Agreement in executed form, the Patent Documents, the Exhibit B Design and Build Materials, and an original signed invoice for US\$1,488,383; (b) within fifteen (15) days after the date Licensee receives the executed Agreement, the Patent Documents, the Exhibit B Materials, and the invoice as set forth in Section 1.6(a) of this Agreement, Licensee shall fulfill the Payment as set forth in Section 3 of this Agreement.

2. Grants, Transfers, and Support

2.1. **Licensing of Patents.** Upon delivery of the Payment, Licensor grants to Licensee a, nonexclusive, royalty-free, transferrable worldwide right to use the Licensed Patents and Technology to develop, use, sell, offer for sale, import, and otherwise dispose of products that employ the Technology and Licensed Patents (the "License") subject the following:

2.1.1. When using the Licensed Patents and Technology, the Licensee undertakes to comply with all laws pertaining to intellectual property and patents in force at any time in the United States.

2.1.2. Any and all products developed using the Licensed Patents and Technology shall reference the Licensed Patents and may be sold, conveyed, delivered and used solely to Samsung Electronics Co., Ltd., which has its headquarters in Suwon, Republic of Korea. This restriction prohibits the Licensee from selling products derived by or incorporating the Licensed Patents and any Technology to any other third party without the express written consent of the Licensor, which may be withheld by Licensor in its sole discretion.

2.1.3. Licensee will inform Licensor of any possible infringement of the Licensed Patents or Technology that comes to the Licensee's attention. Licensor retains the sole and exclusive right to determine what constitutes an infringement and to take legal action. Licensee agrees to cooperate in any such legal action. If Licensee is sued in an infringement action concerning the Licensed Patents, Licensor will maintain complete control over the action and Licensee agrees to cooperate in any such action.

2.1.4. Licensor shall retain all ownership rights in and to the Technology, Technology Information and Licensed Patents and shall have the right to grant licenses to other third parties except for Samsung Electronics Co., Ltd., for all such Technology Information and Licensed Patents.

2.2. Transfer of the Exhibit B Materials. Within twenty (20) days after the Effective Date, Licensor shall complete the delivery of the Materials defined in Exhibit B to Licensee.

2.3. Technology Support. Within one hundred eighty (180) days after the Closing of this Agreement, Licensor shall provide Licensee with free Technology Support as set forth in Exhibit C. After such one hundred eighty (180) days of free Technology Support, Licensee may request in writing any additional information and documentation related to the Licensed Patents or Technology Information, without any charge to Licensee, within three hundred sixty (360) days of the Closing, and in response to such request, Licensor shall provide Licensee with appropriate written documents within ten (10) days of such request. After such period of three hundred sixty (360) days from the Closing, Licensee shall thereafter purchase from Licensor additional Technology Support at a rate of US\$125 per hour.

2.4. Transfer of Additional Technical Documents. Within three hundred sixty (360) days after the Closing, Licensor, without any charge to Licensee, shall provide Licensee with appropriate written technical information within ten (10) days after Licensee's written request. The Additional Technical Documents delivered to Licensee shall not be returned to Licensor in any event.

3. Payment and Recording

3.1 Agreed Payment and Transaction Information. As consideration for the full performance of Licensor to Licensee under this Agreement, Licensee shall pay to Licensor the Payment Due, within fifteen (15) days after Licensee receives the executed Agreement, the Patent Documents, the Exhibit B Materials, and the invoice as set forth in Section 1.6(a) of this Agreement. The full amount of the Payment Due shall be US\$1,242,800 calculated (a) by deducting the credited pre-payment US\$120,000 from the total amount US\$1,608,383, which becomes US\$1,488,383 and (b) by further deducting the withholding taxes of US\$245,583 from the residual amount of US\$1,488,383 as set forth in Section 3.1(a). The full amount of the Payment Due US\$1,242,800 shall be remitted by wire transfer to:

Recipient	: UVTech Systems, Inc.
Destination Bank	: The Village Bank
SWIFT ID	: N/A
Account Name	: UVTech Systems, Inc.
Account Number	: 2588-000-126

Wire Routing Number : 21137-1858

Bank (Branch) Address : 62 Boston Post Road, Wayland, MA 01778

3.1. Filing, Recordation or Notification of the Agreement. After the Closing, Licenser shall record a non-confidential, redacted, public version of this Agreement (the "Recordable License") in the United States Patent and Trademark Office (USPTO) and provide Licensee with any documents including a receipt of filing of the recordation of the Agreement before USPTO good enough evidencing the completion of the recordation.

3.2. Double Taxation. In order for any one of the Parties not to pay a double taxation, Licensee shall promptly provide to Licenser receipts and other documents (as reasonably required by Licenser) evidencing the payment of the Withholding Taxes in Korea, provided that Licenser provides and completes all information in any documents or assurance required under the Tax Convention or regulations within fifteen (15) days upon the receipt of such documents.

3.3. Reimbursement. In the event Licenser grants any additional licenses of the Licensed Patents, Licenser shall pay to Licensee 4% of the amount received for sale of a use license under the Licensed Patents to any other third parties.

3.4. Travel Expenses. If the Technology Support set forth in Section 2.3 of this Agreement is provided in the Republic of Korea, as requested in writing by Licensee, reasonable travel expenses shall be paid in accordance with a mutually agreed travel policy as shown in Exhibit D, "Travel Policy", including a hard cap against the travel expenses exclusive of air fare. Any extra expenses over the hard cap shall be borne by Licenser.

4. Termination

4.1. Termination by Licensee. In the event Licenser fails to provide the Required Deliverables to the Licenser within forty (40) days after the Effective Date, Licensee will have the right to terminate this Agreement by written notice to Licenser. Any such written notice shall give Licenser at least twenty (20) business days in which to cure. In the event Licenser fails to cure the breach, this Agreement shall terminate and all obligations other than those that survive the Agreement shall be void. Upon the termination of this Agreement by Licensee, Licenser shall remit the total amount US\$1,608,383 to Licensee within fifteen (15) days. Licensee shall return any Deliverables in its possession to Licenser and cease all use of the Licensed Patents and any Technology.

4.2. Termination by Licenser. In the event that Licensee does not complete Payment in full at the Closing, any and all offers to license, and any actual licenses and rights granted hereunder to the Licensed Patents, the Technology, the Technology Information, and the Support shall immediately terminate.

4.3. Obligations of Parties Upon Termination. Notwithstanding the foregoing, this Agreement is terminable by either one of Parties with not less than sixty (60) days written notice to the other Party in the event either Party engages in a pattern of behavior that is likely to tarnish the goodwill associated with this Agreement, or in the event either Party or any of affiliate,

employee, agent, or principal of the Party breaches their obligations, and fails to cure any such breach within the applicable cure periods. Upon termination of this Agreement for any reason, Licensee shall immediately cease all use of the Licensed Patents, and the Technology, and the Technology Information, and immediately destroy or return all confidential information and any of the Required Deliverables to Licensor. Under the principle of reciprocity, Licensor shall remit the total amount US\$1,608,383 to Licensee within fifteen (15) days.

4.4 **Survival.** Parties' obligations to protect the Technology Information or any other Confidential Information shall survive any termination or expiration of the License for any reason.

5. **Foreground IP.** During the period of the Technology Support set forth in Section 2-3, each party can procure any intellectual property rights pertaining to the Technology at its discretion and bearing on its own cost. The other party shall be granted a non-transferrable, personal, royalty-free, perpetual, non-exclusive license (without a sub-license right) to such intellectual property rights. Notwithstanding the foregoing, Licensor shall not be able to supply any products to Samsung Electronics Co., Ltd. employing the Technology under this Agreement.

6. Confidentiality.

6.1. **Confidential Information; Exceptions.** Except as provided herein, each Party shall maintain in confidence, and shall not use for any purpose or disclose to any third party, information disclosed by the other Party in writing and marked "Confidential" or in a similar manner to indicate its confidential nature or that is disclosed orally and confirmed in writing as confidential within ten (10) business days following such disclosure (collectively, "Confidential Information"). Confidential Information shall not include any information that is: (a) already known to the receiving Party at the time of disclosure hereunder, or (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving Party in breach of this Agreement, or (c) disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party, or (d) independently developed by the receiving Party without use of reliance on the Confidential Information of the disclosing Party.

6.2. **Authorized Disclosure.** Notwithstanding the provisions of Section 6.1 above, the receiving Party may use and disclose Confidential Information of the disclosing Party as follows: (a) under appropriate confidentiality provisions substantially equivalent to those in this Agreement (i) in connection with the performance of its obligations or as reasonably necessary or useful in the exercise of its rights under this Agreement, (ii) to its Affiliates, (iii) to advisors (including lawyers, accountants and auditors); (b) to a government entity as is reasonably necessary to comply with applicable law, governmental regulations or court order, provided that, the receiving Party, to the extent it may legally do so, shall give reasonable advance notice to the disclosing Party of the disclosure and shall cooperate with the disclosing Party to secure confidential treatment of Confidential Information prior to its disclosure (whether through a protective order or otherwise); or (c) to the extent mutually agreed to by the Parties.

6.3. **Confidentiality of Agreement.** Each Party agrees that the existence and general nature of this Agreement, and the terms and conditions this Agreement shall be treated as confidential, provided, however, that each Party may disclose the foregoing: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to such Party's advisors

(including lawyers, accountants and auditors); (d) subject to Section 7.4, in connection with the requirements of a public offering or securities filing or in filings with national stock exchanges; (e) in confidence, to banks and sources of finance and their advisors; (f) in confidence, to such Party's Affiliates; (g) in confidence, in connection with the performance of such Party's obligations, or as reasonably necessary or useful in the exercise of such Party's rights under this Agreement, or; (h) in confidence, in connection with the enforcement of this Agreement or of such Party's rights under this Agreement; or (i) in confidence, in connection with a spin out, sale of stock, sale of assets, sale of a license, a merger or otherwise.

6.4. **Filing, Recordation or Notification of the Agreement.** After the Closing, Licensor shall record a non-confidential, redacted, public version of this Agreement in the United States Patent and Trademark Office (USPTO) and provide Licensee with any documents including a receipt of filing of the recordation of the Agreement before USPTO good enough evidencing the completion of the recordation.

7. Representations and Warranties

7.1. Licensor hereby makes the following representations and warranties to the Licensee:

7.1.1. Licensor is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Licensor has the full power and authority to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, to grant the License in accordance with the terms and conditions of this Agreement. This Agreement has been, and the Recordation of this Agreement before USPTO will be, as of the Closing, duly executed and delivered by the Licensor to the Licensee. This Agreement constitutes a legal, valid and binding obligation of the Licensor to the Licensee that is enforceable in accordance with its terms.

7.1.2. Licensor is the sole, exclusive and lawful owner of the Licensed Patents and no third party has any ownership interest in the Licensed Patents. Licensor has obtained and properly recorded previously-executed assignments for the Licensed Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each applicable jurisdiction.

7.1.3. The Licensed Patents are free and clear of all title defects, liens, claims, mortgages, charges, pledges, security interests, or other encumbrances or restrictions ("Encumbrances").

7.1.4. Neither the execution and delivery of this Agreement and the patent assignments, nor the assignment of the Licensed Patents and inventions contemplated herein will violate, or be in conflict with any provision of any applicable law binding upon or applicable to the Licensor or any of the Licensed Patents, give rise to any right of termination, cancellation, increase in obligations, imposition of fees or penalties under any debt, note, bond, indenture, mortgage, lien, lease, license, instrument, contract, commitment or other agreement, or order arbitration award, judgment or decree, to which either Licensor is a party or by which Licensor is bound to which the Licensed Patents are subject, or result in the creation or imposition of any Encumbrances upon any of the Licensed Patents.

- 7.1.5. No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or third party is required in connection with the execution or delivery of this Agreement or the Recordation of this Agreement before the USPTO by Licensor or the consummation by Licensor of the transactions contemplated herein, except for the recordation of this Agreement before USPTO.
- 7.1.6. The Licensor has not granted any licenses, covenants not to sue, or promises or options to grant any license(s) under the Licensed Patents to any other person or entity..
- 7.1.7. To the best of Licensor's knowledge, there are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Licensed Patents. None of the Licensed Patents is subject to any legal, administrative, or arbitration proceeding (other than the continued prosecution of patent application within the Licensed Patents) filed, or pending that challenges its validity, enforceability, or patentability. None of the Licensed Patents has ever been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.
- 7.1.8. Licensor has not received any notice or information of any kind from any source suggesting that any of the Licensed Patents may be invalid or unenforceable.
- 7.1.9. None of the Licensed Patents is terminally disclaimed to another patent or patent application that is not the Licensed Patents.
- 7.1.10. All maintenance, issue, extension, annuity, renewal and any other necessary fees associated with any of the Licensed Patents which are due or payable throughout the one (1)-month period following the Closing have been paid or will be paid by Licensor. For the avoidance of doubt, Licensor shall pay all such fees that are payable (e.g., the maintenance fee payment window opens) before or during such period even if the surcharge date or final deadline is after such period.
- 7.1.11. All listed inventors in the Licensed Patents are the only and rightful inventors of the inventions claimed in the Licensed Patents, as the term "inventor" is defined and interpreted under United States patent law. To the knowledge of Licensor, no third person or entity has contributed to or participated in the conception and/or development of the inventions or Licensed Patents on behalf of Licensor or Licensor's predecessor-in-interest.
- 7.1.12. Licensor has provided Licensee with or informed Licensee of all material information and challenges concerning the title to; validity, patentability, and/or enforceability of; and encumbrances on the Licensed Patents.
- 7.1.13. To the best knowledge of Licensor, no product, composition or process claimed in any of the Licensed Patents or otherwise embodying or utilizing the Licensed Patents has been found by a court or arbitrator(s) to infringe any other person's intellectual property rights. To the best knowledge of Licensor, none of Licensor or the inventors named in the Licensed Patents has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Licensed Patents or hinder their enforcement as of the state of the law as of the

Closing, including, without limitation, misrepresenting the Licensed Patents to a standard-setting organization.

7.1.14. The Licensed Patents are not subject to any government license rights under any grant from any governmental authority, or in connection with any research sponsored by any governmental authority.

7.1.15. There is no obligation imposed by a standards-setting organization to license any of the Licensed Patents on particular terms or conditions.

7.1.16. As of the date hereof, Licensors has refrained from offering, selling, licensing, encumbering and otherwise transferring, and from negotiating to sell, license, encumber or otherwise transfer, the Licensed Patents to any other person or entity, and will refrain from offering, selling, licensing, encumbering, transferring, and negotiating through the date of Closing. Licensors has not accepted any other offer to purchase the Licensed Patents, or otherwise committed to sell the Licensed Patents to any third party.

7.2. Licensee hereby makes the following representations and warranties to the Licensors:

7.2.1. Licensee is a company duly organized, validly existing and in good standing under the laws of the Republic of Korea.

7.2.2. Licensee has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions on the part of Licensee. This Agreement constitutes legal, valid and binding obligations of Licensee, enforceable in accordance with their terms.

7.3. Licensors agrees to defend, indemnify and hold harmless Licensee from, against and in respect of any and all Losses (defined below), suffered or incurred, directly or indirectly by Licensee by reason of, or resulting from the breach by Licensors of any representation or warranty contained in this Agreement or from the failure to perform any covenant contained in this Agreement or in the patent assignments.

7.4. Licensee agrees to defend, indemnify and hold harmless Licensors from, against and in respect of any and all Losses (defined below), suffered or incurred, directly or indirectly by Licensors by reason of, or resulting from the breach by Licensee of any representation or warranty contained in this Agreement or from the failure to perform any covenant contained in this Agreement or in the patent assignments.

7.5. Subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties contained herein, after the Closing, Licensee will assume and undertake to pay, perform and discharge, in accordance with the terms thereof, only the Liabilities (defined below) arising after the Closing with respect to the Licensed Patents (the "**Assumed Liabilities**"). It is expressly understood and agreed that, except for the Assumed Liabilities, Licensee is not assuming and shall not be liable for and hereby disclaims the assumption of any Liabilities, arising prior to the Closing ("**Retained Liabilities**"), and Licensors hereby agrees to defend, indemnify and hold harmless Licensee and its affiliates, officers, directors, shareholders, employees and agents (the "**Indemnified Parties**") from, against and in respect of any and all losses, liabilities, damages, claims or expenses (including, without limitation, attorneys' fees)

(collectively, the "Losses") suffered or incurred, directly or indirectly in connection with a Retained Liability. For purposes herein, "Liabilities" shall mean all liabilities, obligations and commitments, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, accrued or unaccrued, whenever or however arising (including, without limitation, in contract or tort or based on negligence, strict liability or otherwise). However, Licensor assumes no Liabilities arising from apparatus designed only by Licensee herself.

8. Covenants

8.1. Licensor agrees that, until the Closing, Licensor will not directly, through any agent or otherwise, solicit, accept, initiate or encourage (by providing confidential information or otherwise) submission of proposals or offers from any person or entity or negotiate or suggest negotiations at any future time with or to any other person any transaction related to or which may affect, the Licensed Patents.

8.2. After the Closing, as expressly contemplated herein in Section 3.3, and consistent with the non-exclusive rights granted to Licensee in Section 2.1, the Licensor retains all rights to sell, license or transfer to any person or entity any other rights to the Licensed Patents or enter into any agreement or undertake any new obligation with respect to any of the same with any other person or entity.

9. Miscellaneous

9.1. Notice. Any notice or other communication required or permitted to be given by either Party under this Agreement shall be addressed to each Party at the following addresses or such other address and may be designated by notice pursuant to this Section:

If to Licensor:

UVTech Systems Inc.
David Elliott
Chief Executive Officer
490 Boston Post Rd., Sudbury, MA
01776, USA
E-mail: david@uvtechsystems.com

If to Licensee:

SEMES Co., Ltd.
Jeongyong Bae
Senior Vice President, General Manager of
Clean Equipment Business
#77, 4sandan 5-gil, Jiksan-eup, Seobuk-
gu, Cheonan-si, Chungnam, Korea 31040
E-mail: jyong.bae@semes.com

9.2. Relationship of Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

9.3. Compliance with Laws. If any provision of this Agreement or the application of any such provision to any person, Party or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will remain in full force and effect and will be effectuated as if such illegal, invalid or unenforceable provision is not part thereof.

9.4. **Incorporation by Reference.** The Parties hereto acknowledge and agree that the Exhibits attached hereto are an integral part of this Agreement, and are hereby incorporated by reference herein and made a part hereof.

9.5. **Governing Law; Venue/Jurisdiction.** The validity, interpretation and performance of this Agreement and any disputes arising thereunder shall be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof. Any dispute regarding the validity, interpretation and/or enforcement of this Agreement shall be finally settled under the Rules of Arbitration of the Singapore International Chamber of Commerce by three arbitrators appointed in accordance with such rules. Arbitration shall take place in Singapore and the language of arbitration shall be English.

9.6. **Miscellaneous.** This Agreement (including Exhibits A, B, C, and D attached hereto or delivered in connection herewith) constitute the entire agreement between the Parties and supersede all prior agreements and understandings, oral and/or written, between the Parties with respect to the subject matter hereof and thereof. The terms and conditions of this Agreement shall be controlling over the terms and conditions of the assignment documents delivered pursuant to Sections 2.1 in the event of any perceived or actual conflict therebetween. The headings of the articles, sections and paragraphs contained in this Agreement are inserted for convenience only and will not be deemed to constitute part of this Agreement or to affect the construction thereof. Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either Party hereto (including any contraction, abbreviation or simulation of any of the foregoing), save as expressly stated herein. Each party hereto agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other party. The terms and conditions of this Agreement will be inure to the benefit of Licensee, its successors, assigns, and other legal representatives and will be binding upon Licensor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

For and on behalf of
UVTech Systems, Inc.

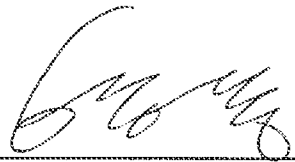
For and on behalf of
SEMES Co., Ltd.

June 11, 2019


Authorized Signature

Print Name: David Elliott

Title: Chief Executive Officer



Authorized Signature

Print Name: Jeongyong Bae

Senior Vice President, General Manager of
Clean Equipment Business

Exhibits

Exhibit A	Licensed Patents
Exhibit B	Design and Build Materials
Exhibit C	Technology Support (180 days)
Exhibit D	Travel Policy

Exhibit A

Licensed Patents

1. Orthogonal Beam Delivery System for Wafer Edge Processing; K. J. Harte, R. P. Millman, Jr., and V. M. Chaplick, inventors; **U.S. Patent 8,183,500** (22 May 2012).
2. Method and Apparatus for Processing Substrate Edges; R. P. Millman, Jr., K. J. Harte, V. M. Chaplick, D. J. Elliott, M. L. Tardif, and E. O. Degenkolb, inventors; **U.S. Patent 8,410,394** (2 April 2013).
3. Fiber-optic Beam Delivery System for Wafer Edge Processing; R. P. Millman, Jr., K. J. Harte, V. M. Chaplick, and D. J. Elliott, inventors; **U.S. Patent 8,415,587** (9 April 2013).
4. Method and Apparatus for Processing Substrate Edges; K. J. Harte, R. P. Millman, Jr., V. M. Chaplick, D. J. Elliott, E. O. Degenkolb, and M. L. Tardif, inventors; **U.S. Patent 8,658,937** (25 Feb. 2014).
5. Any pending family applications of the patent listed above, filed and/or to be filed at any time and any following issued patent(s) thereof.

Exhibit B

Design and Build Materials

To support the build by Licensee of Laser Wafer Clean equipment, Licensor will provide the plans, schematics, drawings, and specifications that document and specify the UVTech LEC-300 Laser Wafer Edge Cleaning System, exclusive of the wafer-handling subsystems, as configured during the SEMES Wafer Evaluation July-October 2018 (the "Module"). This documentation consists of the following:

- SolidWorks model of the Module
- Module Bill of Materials
- Module Electrical Schematics
- Module System Specifications - utilities, hardware, software, and performance

Exhibit C

Technology Support (180 days)

This support, at no cost to Licensee other than travel expenses, is directed toward the operation and use of the tool and engineering assistance necessary to support Licensee's design and build. Included in 'Technology Support' is the following:

- Sharing of Know How
- Sharing of Trade Secrets
- Engineering Assistance, as needed
- Design Reviews (at UVTech or SEMES)
- Product Review sessions (at UVTech or SEMES)
- Optics alignment and focus procedures
- Software: Executables and Source Code for Motion Control, Recipe Creation, Beam Analysis, and Optics Positioning
- Process control parameters
- Recipe generation procedures
- Tool operation
- On-site visits at SEMES

Exhibit D

Travel Policy

Accommodation:	Actual cost, up to \$150 per person per day
Meals and Incidentals:	Actual cost, up to \$80 per person per day
Ground Transportation:	Actual cost, up to \$80 per day
Air Fare:	Actual cost, Economy Class (Korean Airline if possible)