

PKLA PRODUCT KIT LICENSE AGREEMENT

Before downloading any part of the PKLA Product Kit (defined below) from one (1) or more Qualcomm Sites (defined below) for your use, you are requested to first enter into this PKLA Product Kit License Agreement (“**Agreement**”). Please read this Agreement before you select the option stating “*I (as an individual or the legal entity that I represent) have read and understood these terms and conditions and accept them*” (“**Accept Box**”) and before you download the PKLA Product Kit. By selecting the Accept Box and thereafter downloading a PKLA Product Kit, you consent to be legally bound by this Agreement as LICENSEE (as defined below) for not only your use of such PKLA Product Kit, but also for any and all PKLA Product Kits that you may subsequently download from time to time from a Qualcomm Site, subject to any subsequent modifications to this Agreement as implemented in accordance with Section 15 (MISCELLANEOUS PROVISIONS) of this Agreement. If you do not agree to all the terms of this Agreement, do not select the Accept Box and do not download a PKLA Product Kit. In addition, please be advised that there may be other product kits (i.e., product kits other than PKLA Product Kits) made available on various Qualcomm Sites that are subject to a separate agreement(s) from QTIL and/or its Affiliates (defined below).

YOU ARE ADVISED TO PRINT THIS AGREEMENT FOR YOUR RECORDS AND/OR SAVE IT TO YOUR COMPUTER.

This Agreement is entered into between **Qualcomm Technologies International, Ltd.**, a company registered in England and Wales under company number 3665875, having its registered office at Churchill House, Cambridge Business Park, Cowley Road, Cambridge CB4 0WZ, England (“**QTIL**”) and **you (as an individual)** or, where applicable, **the legal entity that you represent** (“**LICENSEE**”). QTIL and LICENSEE are occasionally referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

In consideration of the promises and mutual covenants set forth below, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS.

In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, shall have the meanings set forth in this Section 1 (DEFINITIONS). These terms shall apply both to their singular or plural forms, as the context may require. As used herein, “hereunder,” “herein” and similar expressions refer to this Agreement; and “including” means “including without limitation.”

“**Affiliate**” means, with respect to a Party, any corporation or other legal entity that, at any time, directly or indirectly, Controls, is Controlled by, or is under common Control with such party (but only as long as such Control exists). For the purpose of this definition, the term “**Control**” means (i) the beneficial ownership (whether direct or indirect) of more than fifty percent (50%) of the voting power of an entity or (ii) in the case of an entity that does not have outstanding voting shares or securities, the majority (i.e., more than fifty percent (50%)) of the equity interests in such entity is now or hereafter owned or controlled by another entity, either directly or indirectly.

“**Component**” means a semiconductor product sold under QTIL’s (or QTIL’s Affiliates’) label or manufactured under license from QTIL (or QTIL’s Affiliates).

“**Development Hardware**” means sample Components and/or hardware that is provided to LICENSEE by QTIL, QTIL’s Affiliate or a QTIL Distributor.

“**Evaluation Technology**” means technology within a PKLA Product Kit provided to LICENSEE under this Agreement that is designated a pre-commercial release (indicated by terms such as “engineering sample” or “ES”, “engineering drop” or “ED”, “feature complete” or “FC”, “trial,” “draft”, “alpha”, “beta”, “evaluation” or any similar designation in a file or documentation accompanying that technology), or as otherwise noted by QTIL to LICENSEE.

“**LICENSEE Documentation**” means any documentation of Licensed Software or LICENSEE Modifications supplied by LICENSEE to LICENSEE’s customers.

“**LICENSEE Materials**” means the schematics, designs, code and any other documentation or technology including updates or upgrades that LICENSEE in its sole discretion, uploads to the customer support portal or otherwise provides to QTIL or its Affiliates.

“**LICENSEE Modifications**” means any of the following: (i) any change to Licensed Software, Reference Designs or Support Materials developed by or for LICENSEE under this Agreement, and (ii) other software developed by or for LICENSEE under this Agreement for use with Licensed Software or using any application programming

interfaces in Licensed Software. LICENSEE Modifications shall be limited for use in or with Components, LICENSEE Product or a PKLA Product Kit. "LICENSEE Modifications" does not include any software, including any change to Licensed Software, developed for LICENSEE by QTIL or its Affiliates.

"LICENSEE Product" means (i) LICENSEE's product that incorporates one or more Components or (ii) LICENSEE's software application that incorporates Licensed Software which is designed for an end user to use on a device that incorporates one (1) or more Components (hereinafter referred to as a **"Software Application"**).

"Licensed Software" means each and all of the following: (i) the software file or group of files (excluding Reference Designs, or software governed by a separate written license agreement) that LICENSEE downloads, with authorization, from a QTIL customer support site, or (ii) that QTIL otherwise provides to LICENSEE (under this Agreement), which in QTIL's sole discretion, may be in either Source Code and/or Object Code form. "Licensed Software" includes Restricted Use Software.

"Object Code" means software generated from a compiler in machine-readable form that can be executed by a processor or linked with libraries to create an executable.

"PKLA Product Kit" means one (1) or more of the following made available for use subject to the terms and conditions of this Agreement: (i) Reference Designs, (ii) Licensed Software, (iii) Component, (iv) Development Hardware (v) Technical Documentation, (vi) Software Support Tools, (vii) Support Materials and (viii) other technology or documentation solely as provided under this Agreement, including any updates or upgrades thereof. Evaluation Technology is included in the definition of PKLA Product Kit unless the context provides otherwise in this Agreement.

"QTIL Distributor" means a third party which has a distributor agreement in place with either QTIL or QTIL's Affiliate for the distribution of Software License Keys, Components and Development Hardware.

"Qualcomm Site" means one (1) or more websites hosted by QTIL or its Affiliates in which product kits (including PKLA Product Kits) are made available to third parties, including but not limited to the Qualcomm *Createpoint* site, www.qualcomm.com and the Qualcomm Developer Network site located at <http://developer.qualcomm.com>

"Reference Design" means the Gerber files, schematics, and other computer code provided to LICENSEE by QTIL during the Term (defined below) that accommodates a Component.

"Restricted Use Software" means any of aptX Decoder, aptX Encoder, Atlas7, CSR Synergy, RoadiHub, SiRFDRive, Fee-Bearing Software and any other software defined in Section 1 (DEFINITIONS) of SCHEDULE A (RESTRICTED USE SOFTWARE).

"Software Application" has the meaning given within the definition of LICENSEE Product.

"Software License Key" means a digital code supplied by QTIL, a QTIL Affiliate or a QTIL Distributor used to activate a single instance of the applicable Licensed Software running on a LICENSEE Product.

"Software Support Tools" means software support tools and documentation provided by QTIL, or a third party on QTIL's behalf, to LICENSEE solely for the purpose of developing a LICENSEE Product or LICENSEE Modifications for use in the LICENSEE Product.

"Source Code" means software in human readable program statements written by a programmer in a high-level or assembly language that are not directly readable by a computer.

"Support Materials" means data, information, materials, reports, recommendations, software and any other documentation that has been created by QTIL or a QTIL Affiliate and provided to LICENSEE in connection with the provision of Support Services.

"Support Services" means communication from QTIL or a QTIL Affiliate to LICENSEE via the telephone, face-to-face or in writing (including via electronic means such as a customer support portal or email) in response to LICENSEE's request for a reasonable level of assistance and support in relation to LICENSEE Products in conjunction with QTIL's or its Affiliates' products or services.

"Technical Documentation" means documentation relating to Licensed Software, Components, Development Hardware, a Reference Design or Software Support Tools that QTIL or a QTIL Affiliate provides to LICENSEE during the Term, other than end user documentation of Licensed Software.

2. RIGHT TO USE PKLA PRODUCT KIT.

2.1. License Grant. When LICENSEE selects the Accept Box (hereinafter referred to as the “**Effective Date**”), QUIL hereby grants to LICENSEE for the Term of this Agreement and subject to the terms and conditions of this Agreement, including, without limitation, the purchase of Software License Keys where applicable (as more particularly described below in Section 2.2 (Software License Keys for Commercial Use in a LICENSEE Product)), and the restrictions in Section 3 (RESTRICTIONS), a world-wide, non-exclusive, non-transferable, non-sublicenseable (except as provided in Section 2.1(b), below), revocable copyright license to:

- a) (i) use, copy and modify the Source Code of Licensed Software solely to develop LICENSEE Modifications, (ii) generate Object Code of Licensed Software and only use it when embedded in LICENSEE Products or as a driver of a Component, and (iii) use the Licensed Software to test, debug, develop and otherwise modify a LICENSEE Product;
- b) distribute and sublicense (through multiple tiers of distribution), the Object Code of Licensed Software as bundled, compiled, packaged, embedded or otherwise incorporated with or into, or for use in LICENSEE Products pursuant to a binding agreement, which includes restrictions on the disclosure and use of the Licensed Software substantially consistent with this Agreement, including, but not limited to those restrictions contained in Sections 3 (RESTRICTIONS), 9 (WARRANTY DISCLAIMER), and 13 (COMPLIANCE WITH LAWS; APPLICABLE LAW). LICENSEE will be responsible for ensuring compliance with that agreement and hereby agrees to enforce such terms in a manner similar to that which LICENSEE uses to protect its own software and most highly confidential information;
- c) copy, modify, and create derivative works of the Reference Designs solely to design, develop, and support LICENSEE Products.
- d) use and copy Technical Documentation solely to develop and support LICENSEE Products;
- e) subject to the requirements of Section 3.10 (QUIL Branding), modify any QUIL end user documentation QUIL or its Affiliate supplies to LICENSEE by incorporating all or any portion of such documentation into LICENSEE Documentation, and distribute (directly and indirectly) LICENSEE Documentation to purchasers of LICENSEE Products;
- f) use and copy Software Support Tools solely in connection with the internal testing, evaluation and development of LICENSEE Products, or software applications that are supported on LICENSEE Products. LICENSEE may not in any way commercially exploit, distribute or disclose the Software Support Tools, as further detailed in Section 13.3 (Export and Regulatory Compliance) below, without the explicit written consent of QUIL; and
- g) use the Development Hardware solely to internally design and develop LICENSEE Products and LICENSEE Modifications. LICENSEE may not resell the Development Hardware either on a stand-alone basis or in or with other equipment, as further detailed in Section 13.3 (Export and Regulatory Compliance) below.

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2.2. Software License Keys for Commercial Use in a LICENSEE Product. In addition to any applicable terms in SCHEDULE A (RESTRICTED USE SOFTWARE), if a PKLA Product Kit includes any Licensed Software which requires the LICENSEE to purchase Software License Keys for the commercial use of such Licensed Software in a LICENSEE Product, then, unless as otherwise provided below, the LICENSEE shall place a purchase order with the applicable QUIL Distributor for the purchase of any and all such Software License Keys. All orders submitted to QUIL Distributors for the purchase of Software License Keys are subject to acceptance and will be governed by the terms and conditions of sale applicable between the QUIL Distributor and LICENSEE; provided, however, this Agreement shall govern the use of the PKLA Product Kit and will prevail over any conflicting terms relating to the use of the PKLA Product Kit in any purchase agreement between LICENSEE and the QUIL Distributor. Where QUIL or QUIL’s Affiliates, in their sole discretion, are willing to supply Software License Keys to the LICENSEE directly, such direct orders are subject to acceptance, and will be governed by QUIL’s or QUIL’s Affiliates’ then-current standard terms and conditions of supply, copies of which are available at <https://www.qualcomm.com/salesterms> or upon request; provided, however, this Agreement shall govern the use of the PKLA Product Kit and will prevail over any conflicting terms relating to the use of the PKLA Product Kit in the standard terms and conditions of supply. The terms and conditions appearing on any purchase order or other document submitted by LICENSEE will not apply to LICENSEE’s order, except for name(s) of product(s) ordered, quantity, requested shipment date and delivery destination.

3. RESTRICTIONS.

3.1. Restricted Use Software. If a PKLA Product Kit includes any Restricted Use Software, then in lieu of the licenses granted to LICENSEE above in Section 2.1 (License

Grant), the terms in SCHEDULE A (RESTRICTED USE SOFTWARE) attached hereto shall apply.

3.2. Libraries for Apple Applications. If the PKLA Product Kit includes any Libraries for Apple Applications (as defined in SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS))), then in lieu of the licenses granted to LICENSEE above in Section 2.1 (License Grant), the terms in SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) attached hereto shall apply.

3.3. iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications. If the PKLA Product Kit includes any iAP2 Protocol Stack or Libraries for iAP2 Protocol Stack Applications (both as defined in SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS))) then in lieu of the licenses granted to LICENSEE above in Section 2.1 (License Grant), the terms in SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS) attached hereto shall apply.

3.4. Published Standards, Royalty Obligations. LICENSEE understands and acknowledges that third parties may claim that a royalty or other fee is due to them as a result of the adherence of a PKLA Product Kit or LICENSEE Modifications to published standards. Any such fees are LICENSEE'S sole responsibility.

3.5. Open Source Prohibition. LICENSEE shall not, nor authorize or otherwise permit any third party to, incorporate, link, distribute or use any third party software or code in conjunction with any part of a PKLA Product Kit, in a manner that: (a) creates, purports to create or has the potential to create, obligations with respect to the Licensed Software or any other software of QTIL or its Affiliates, including without limitation the distribution or disclosure of any Source Code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any intellectual property rights or proprietary rights of QTIL or QTIL's Affiliates, including without limitation as such rights exist in or relate to such PKLA Product Kit. The rights granted by QTIL in this Agreement are expressly conditioned upon LICENSEE's full compliance with this Section.

3.6. Evaluation Technology. In relation to Evaluation Technology, LICENSEE's use shall be limited to (a) internally testing and evaluating the Evaluation Technology, (b) developing functional prototypes (not for sale or distribution) of LICENSEE Product that includes, or is to be used in conjunction with, the Evaluation Technology, and (c) demonstrating the LICENSEE Product to its customers pursuant to a binding confidentiality agreement, which includes restrictions on the disclosure and use substantially consistent with this Agreement ((a), (b) and (c) collectively, the "Limited Purpose"). LICENSEE acknowledges and agrees that use of pre-commercial and/or evaluation-only materials may be limited in duration, which duration may be indicated in an accompanying file or other documentation accompanying such materials. No other rights are provided. LICENSEE represents and warrants to QTIL that the Evaluation Technology will be used solely for the Limited Purpose and for no other purpose and will not be placed in the market.

3.7. Attribution Statements. Each copy of Licensed Software must include all copyright and other proprietary notices contained on the original copy of that software. Each copy of LICENSEE Modifications must include a copyright or other notice sufficient to provide notice of QTIL's and its Affiliates' intellectual property rights in Licensed Software from which LICENSEE Modifications were derived.

3.8. No Reverse Engineering. Except to the extent permitted in Section 2 (RIGHT TO USE PKLA PRODUCT KIT) or by applicable law, LICENSEE may not (and may not allow anyone else to): (a) copy, decompile, decrypt, reverse engineer, disassemble, modify, or create derivative works of any PKLA Product Kit or attempt to reconstruct or discover any Source Code or underlying ideas or algorithms of Licensed Software, (b) remove, alter or obscure any product identification, copyright or other intellectual property notices embedded within or on a PKLA Product Kit, or (c) except to the extent permitted in Section 3.13 (Subcontractors) publish, disclose, sell, rent, lease, lend, distribute, sublicense or provide any PKLA Product Kit to any third party.

3.9. High-Risk Applications. To the extent LICENSEE elects to use one (1) or more contents of a PKLA Product Kit in any products or services that are used in applications or environments requiring fail-safe performance in which the failure or malfunction of any of the contents of a PKLA Product Kit could lead to death, personal injury, or severe physical or property damage, LICENSEE hereby acknowledges and agrees that (a) LICENSEE shall assume all risk and liabilities associated with such uses, (b) LICENSEE shall indemnify, defend and hold QTIL and its Affiliates, harmless from and against any and all losses, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, liabilities, costs and expenses arising as a result of such uses, and (c) LICENSEE shall be solely responsible to ensure its compliance with any and all applicable federal, state, and local statutes, laws, regulations, and guidelines, including, without limitation, Federal Aviation Administration (FAA) restrictions or warnings, in connection with such uses.

3.10. QTIL Branding. Other than to list a Component or the Licensed Software as an element of LICENSEE Product, LICENSEE Documentation and LICENSEE Product may not be branded with QTIL's or QTIL's Affiliate's name or brand without QTIL's prior written permission. If QTIL gives such permission, LICENSEE shall download the applicable branding materials from <http://brand.qualcomm.com> (the "Brand Portal") subject to acceptance of any applicable terms of use and LICENSEE shall strictly adhere to all applicable brand usage guidelines on the Brand Portal, which may be updated from time to time. LICENSEE shall not reference QTIL in LICENSEE Documentation or elsewhere, as a contact for technical support. LICENSEE may use a third-party fulfillment house to produce LICENSEE Documentation; LICENSEE is responsible for ensuring such third party's compliance with the terms of this Agreement.

3.11. Storage and Access Controls. LICENSEE hereby agrees (a) to store and access the PKLA Product Kit(s) (excluding Components and Development Hardware) solely on LICENSEE's secure computers and servers and such PKLA Product Kit(s) (including the computers and servers on which they reside) shall be under password control protection at all times ("Approved Machine(s)"), accessible solely and exclusively on the Approved Machines by LICENSEE's employees, who are assigned to perform services for LICENSEE using the PKLA Product Kit ("Approved Personnel"), and (b) any portion of the Licensed Software in Source Code or LICENSEE Modifications thereof will not be moved to any other machines. LICENSEE also hereby agrees to (i) keep password logs showing access to the PKLA Product Kit(s) on the Approved Machines and ensure that no passwords or other authentication information is shared amongst LICENSEE's personnel (other than Approved Personnel) or with unauthorized individuals, (ii) periodically review the list of Approved Personnel and ensure that any individual's access to the PKLA Product Kit(s) remains reasonably necessary as required by LICENSEE, and in the event LICENSEE determines that an individual's access to the PKLA Product Kit(s) is no longer reasonably necessary, LICENSEE shall immediately remove such individual from the applicable server access list such that such individual is no longer able to access the PKLA Product Kit(s), and (iii) notify QTIL immediately in the event of unauthorized access to the PKLA Product Kit(s) or if the security of the PKLA Product Kit(s) has been compromised. QTIL shall have the right to audit LICENSEE and to inspect its facilities, network connectivity and practices to verify LICENSEE's compliance with these obligations.

3.12. Software Applications. To the extent LICENSEE (a) posts or (b) works with any third party to post any Software Applications on one (1) or more application download websites or stores for end user download, LICENSEE shall defend, indemnify, and hold harmless QTIL and each of its successors and assigns and each of its directors, officers, Affiliates, agents, employees and customers from all claims, losses, costs, damages, expenses (including attorneys' fees), and other liabilities arising out of or related to LICENSEE's use, operation, possession and/or distribution of the Licensed Software included in such Software Application, to the fullest extent permitted by law.

3.13. Subcontractors. LICENSEE may provide the Licensed Software or Software Support Tools in Object Code or binary form (and associated documentation) to LICENSEE's subcontractors to use solely for development and design of LICENSEE Products for LICENSEE; provided, however that prior to providing the Licensed Software, Software Support Tools and/or associated documentation to any subcontractor:

(a) LICENSEE provides written notice to QTIL via email to qct.sublicense-approval-external@qti.qualcomm.com identifying the name and address of such subcontractor and the applicable Licensed Software, Software Support Tools and/or associated documentation;

(b) such subcontractor has entered into an agreement with LICENSEE (a copy of which agreement will be provided by LICENSEE to QTIL at its request) which agreement, at a minimum: (i) limits the subcontractor's rights to use the Licensed Software, Software Support Tools and/or associated documentation, as the case may be, solely (1) in accordance with Sections 2 (RIGHT TO USE PKLA PRODUCT KIT) and 3 (RESTRICTIONS), and (2) for the development and design of LICENSEE Products for LICENSEE, which designs for such LICENSEE Product are owned solely by LICENSEE; (ii) permits QTIL, as an intended third party beneficiary, to enforce the license and use restrictions as specified herein; and (iii) contains the same conditions respecting use of Confidential Information contained in Section 8 (CONFIDENTIALITY).

As to Source Code (and associated documentation), such disclosure is subject to QTIL's prior review and approval of LICENSEE's email request to qct.sublicense-approval-external@qti.qualcomm.com, which email request shall identify the name and address of such subcontractor, applicable Licensed Software, Software Support Tools and/or associated documentation, as the case may be, and any additional information requested by QTIL or its Affiliates. LICENSEE acknowledges and agrees that in the event QTIL or its Affiliate provides written authorization to LICENSEE, prior to LICENSEE providing the Licensed Software, Software Support Tools and/or associated documentation to such permitted subcontractor, LICENSEE will comply with the obligations set forth in (b) above.

LICENSEE shall promptly cease using any subcontractor for LICENSEE Products at QTIL's or its Affiliate's request, and agrees that it would be reasonable for QTIL or its

Affiliate to request that LICENSEE cease using any subcontractor if, among other reasons, such subcontractor was infringing or misappropriating any of QTIL's or any of its Affiliates' intellectual property rights or if QTIL or its Affiliate reasonably believes that such subcontractor is unlikely to comply (or be able to comply) with the terms and conditions of this Agreement. Upon the earlier to occur of (x) expiration or termination of this Agreement, (y) such subcontractor is no longer providing services for LICENSEE in connection with LICENSEE Products, or (z) QTIL or its Affiliate requests that LICENSEE cease using such subcontractor, LICENSEE will ensure that the Licensed Software (and associated documentation) is returned to LICENSEE or destroyed. QTIL and its Affiliates shall have no obligation to provide any direct support to any subcontractor. LICENSEE hereby agrees to indemnify QTIL and its Affiliates for all losses (including but not limited to lost license fees) suffered by QTIL or its Affiliates as a result of the misuse of such Licensed Software or Software Support Tools (and associated documentation) by any such subcontractor. LICENSEE shall assume full responsibility for the compliance of the terms and conditions of this Agreement by its subcontractors including seeking injunctive relief against such subcontractors as requested by QTIL or its Affiliates.

4. TECHNICAL SUPPORT.

4.1. Provision of Support Services. To the extent LICENSEE makes a request for Support Services, QTIL can elect, at its sole option, to either (a) not provide such requested Support Services, in which case no further action or obligation is required of QTIL with respect to said request for Support Services, (b) provide such requested Support Services to LICENSEE free of charge in accordance with the terms and conditions of this Agreement, or (c) provide a quote in response to LICENSEE's request for such Support Services, in which case said quote will provide (i) a description of Support Services to be provided by QTIL or its Affiliate with respect to the applicable PKLA Product Kit, (ii) a brief description of any Support Materials that would be provided as part of the Support Services, (iii) any requirements or acceptance criteria that apply to Support Services or Support Materials, if applicable, (iv) a schedule and fees for such Support Services and Support Materials, if any ("**Support Services Fee**"), and (v) other applicable terms, if any (hereinafter collectively referred to as "**Support Services Quote**").

In the instance where QTIL or its designated Affiliate elects to provide a Support Services Quote, such Support Services Quote shall be valid for a period of thirty (30) calendar days from the date of the Support Services Quote during which time QTIL or its designated Affiliate, as the case may be, shall have the right, at any time, to cancel or modify such Support Services Quote provided Support Services PO Acceptance has not yet occurred. "**Support Services PO Acceptance**" means the date on which QTIL or its designated Affiliate, as the case may be, has accepted in writing (e-mail is acceptable) the purchase order issued by LICENSEE in response to a Services Support Quote. If LICENSEE subsequently elects to cancel a purchase order for Support Services once Support Services PO Acceptance has occurred, LICENSEE shall be required to pay a cancellation fee to QTIL or its designated Affiliate, as the case may be, equal to one hundred percent (100%) of the fees due QTIL or its designated Affiliate, as the case may be, under such purchase order being cancelled. In addition, LICENSEE expressly acknowledges and agrees that for each and every LICENSEE purchase order for Support Services:

- a) QTIL or its designated Affiliate, as the case may be, shall have no obligation to provide, and LICENSEE shall have no right to receive, any Support Services associated with such purchase order until such time that both (i) Support Services PO Acceptance has occurred and (ii) QTIL or its designated Affiliate, as the case may be, has received payment in full for the associated Support Services Fee;
- b) Such Support Services shall be limited to the PKLA Product Kit(s) referenced, if any, in the associated Support Services Quote and LICENSEE may only use such Support Services in conjunction with LICENSEE's use of such PKLA Product Kit(s) in LICENSEE Products that incorporate one (1) or more items within such PKLA Product Kit(s);
- c) All such Support Services shall be provided subject to and in accordance with the terms and conditions of this Agreement;
- d) All such Support Services will be provided by QTIL or its designated Affiliate remotely, unless otherwise agreed to in writing by the Parties;
- e) QTIL may, at its sole option, provide such Support Services through an Affiliate; and
- f) In the event of a conflict between the terms of the applicable Support Services Quote or this Agreement and the LICENSEE purchase order for Support Services, the terms of the applicable Support Services Quote or this Agreement, as the case may be, will prevail over any conflicting provision(s) in the LICENSEE purchase order for Support Services.

Unless otherwise specified in a Support Services Quote, QTIL or its designated Affiliate, as the case may be, shall issue an invoice for the full amount of the Support Services Fee for the associated Support Services following Support Services PO Acceptance, and said Support Services Fee shall then be due and payable by LICENSEE

upon its receipt of said invoice and must be paid in full prior to QTIL or its designated Affiliate, as the case may be, providing such Support Services. Amounts not paid when due will bear interest at the lesser of a rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law. In addition, in the event QTIL or its designated Affiliate, as the case may be, does not receive the Support Services Fee in full within thirty (30) calendar days after the invoice date, QTIL or its designated Affiliate, as the case may be, shall also have the right thereafter to revoke acceptance of and cancel the associated LICENSEE purchase order for Support Services.

In regard to the foregoing Support Services Fees, LICENSEE shall also be solely responsible for paying or withholding any taxes imposed by the applicable taxing authority, including without limitation any sales and use taxes, value added tax (VAT), consumption tax, excise tax, withholding tax, or other taxes or duties (collectively “**Taxes**”). In the event that either Party pays for any Taxes on behalf of the other Party (other than withholding), then the non-paying Party shall reimburse the paying Party therefor within thirty (30) calendar days after the invoice date. If LICENSEE is required by any applicable law to withhold Taxes from any payment due QTIL or its designated Affiliate, as the case may be, under this Agreement, then LICENSEE agrees to deliver to QTIL or its designated Affiliate, as the case may be, a receipt or similar documentation evidencing payment of any such withholding after such payment. Upon receipt by QTIL or its designated Affiliate, as the case may be, of the income tax withholding certificate, the portion of the invoice represented by the income tax withholding certificate will be deemed fully paid. If LICENSEE fails to withhold taxes, tariffs or governmental charges from any payment due QTIL or its designated Affiliate, as the case may be, where withholding is required by applicable law, QTIL or its designated Affiliate, as the case may be, shall have no obligation to reimburse LICENSEE for such unwithheld taxes, tariffs or governmental charges, unless LICENSEE requests reimbursement from QTIL or its designated Affiliate, as the case may be, in writing within ninety (90) calendar days after the applicable invoice date.

4.2. Right to Use LICENSEE Materials. LICENSEE hereby grants to QTIL and its Affiliates, a worldwide, royalty-free, fee-free, non-exclusive, non-transferrable, sublicensable (through multiple tiers, including, without limitation, through its subcontractors) license to: (a) internally test and evaluate the LICENSEE Materials for the purpose of providing Support Services to LICENSEE; (b) make and distribute a reasonable number of copies of the LICENSEE Materials to employees of QTIL and its Affiliates with a demonstrable need to know, for the purpose of exercising the rights granted in (a) above; (c) use LICENSEE’s Materials in the further development and/or commercialization of PKLA Product Kits and similar product offerings, without obligation of any kind to LICENSEE; and (d) subject to LICENSEE’s prior written consent (email is sufficient for this purpose) provide LICENSEE Materials to a third party.

4.3. Right to Use Support Materials. QTIL hereby grants to LICENSEE a worldwide, royalty-free, fee-free, non-exclusive, non-transferable, non-sublicensable copyright license to: (a) internally use, reproduce, display and perform the Support Materials solely for the purpose of utilizing the Support Services; and (b) modify and create derivative works of any Support Materials provided in Source Code form, solely for the purpose of utilizing the Support Services.

4.4. Disclaimer. Save as set out in a Support Services Quote for which Support Services PO Acceptance has occurred, QTIL or its Affiliates shall have no obligation to support or maintain any LICENSEE Materials or PKLA Product Kit(s). LICENSEE shall have the sole responsibility for providing technical support to, and assumes any and all warranty and other obligations, to LICENSEE’s customers (at any tier) with respect to the PKLA Product Kit, LICENSEE Modifications and LICENSEE Products. LICENSEE shall have no authority to obligate QTIL in any way under any warranty LICENSEE may provide.

4.5. LICENSEE Warranty; Indemnity. LICENSEE represents, warrants and covenants that: (a) LICENSEE has (and will continue to have during the Term of this Agreement) all necessary licenses, rights, consents, and permissions which are required to enable QTIL and its Affiliates to use the LICENSEE Materials for the provision of Support Services; (b) the LICENSEE Materials do not contain any third party copyright material, or material that is subject to other third party proprietary rights, unless LICENSEE has a formal license or permission from the rightful owner to grant QTIL the license referred to in Section 4.2 (Right to Use LICENSEE Materials) above; (c) LICENSEE will not provide any LICENSEE Materials to QTIL or its Affiliates that contain material which is unlawful for LICENSEE to possess in the country in which it is resident, or which it would be unlawful for QTIL or its Affiliates to use or possess in connection with the provision of Support Services; (d) providing the LICENSEE Materials to QTIL or its Affiliate will not introduce viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful; (e) there is no current litigation or prospective litigation at the Effective Date, involving the LICENSEE Materials; (f) the use of the LICENSEE Materials by QTIL and its Affiliates will not place source code disclosure, copyleft or similar obligations on QTIL; and (g) by providing the LICENSEE Materials to QTIL or its Affiliate, LICENSEE is not in breach of applicable domestic or international export laws or regulations. LICENSEE shall defend, indemnify, and hold harmless QTIL and each of its successors and assigns and each of its directors, officers, Affiliates, agents, employees and customers from all claims, losses, costs, damages, expenses (including attorneys’ fees), and other liabilities arising out of or related to QTIL’s use, operation and/or possession of the LICENSEE Materials, including their disclosure to a third party, if so authorized by LICENSEE, to the fullest extent permitted by law.

5. SUPPLY OF COMPONENTS AND DEVELOPMENT HARDWARE. LICENSEE may order (a) Components and/or (b) Development Hardware from a QTIL Distributor. All orders submitted to QTIL Distributors are subject to acceptance and will be governed by the terms and conditions of sale applicable between the QTIL Distributor and LICENSEE. Where QTIL or QTIL's Affiliates, in their sole discretion, are willing to supply Components and/or Development Hardware to LICENSEE or its Affiliates directly, such orders are subject to acceptance, and will be governed by QTIL's or QTIL's Affiliates' then-current standard terms and conditions of supply, copies of which are available at <https://www.qualcomm.com/salesterms> or upon request. The terms and conditions appearing on any purchase order or other document submitted by LICENSEE will not apply to LICENSEE's order, except for name(s) of product(s) ordered, quantity, requested shipment date and delivery destination. Subject to QTIL's prior written consent, which consent may be provided via email, LICENSEE may authorize third parties such as contract manufacturers to order Components or Development Hardware from QTIL on its behalf. LICENSEE or its Affiliate may not reveal pricing to such third parties, and LICENSEE guarantees payment and compliance by such third parties under and with QTIL's or QTIL's Affiliate's then-current standard terms and conditions of sale, as applicable.

6. INTELLECTUAL PROPERTY.

6.1. Ownership, Covenant. Except for any express copyright rights granted by QTIL in Section 2.1 (License Grant) of this Agreement or in Section 2 (RIGHT TO USE RESTRICTED USE SOFTWARE; RESTRICTIONS) of SCHEDULE A (RESTRICTED USE SOFTWARE), neither this Agreement, nor any act by QTIL or its Affiliates pursuant to this Agreement or relating to the PKLA Product Kit(s) (including, without limitation, the provision by QTIL or its Affiliates of the PKLA Product Kit(s)) shall convey or otherwise provide to LICENSEE or any other entity or person, including any Affiliates of LICENSEE, any other intellectual property rights in or to any PKLA Product Kit(s) or any portion thereof. In addition, QTIL, its Affiliates and their respective licensors shall retain sole ownership of all right, title and interest, including all the intellectual property rights, in and to the PKLA Product Kit(s), and all modifications, enhancements, updates, upgrades and derivative works thereof made by or for QTIL or its Affiliates, including, without limitation, any enhancements, updates, upgrades and derivative works made thereof as part of any Support Services provided by QTIL or its Affiliates. Subject to QTIL's, its Affiliates' and their respective licensors' underlying ownership in the PKLA Product Kit(s), LICENSEE will be the sole owner of all right, title and interest, including all the intellectual property rights, in and to LICENSEE Modifications and LICENSEE Documentation, and all derivative works of the PKLA Product Kit(s) made by or for LICENSEE (excluding derivative works made for LICENSEE by QTIL or its Affiliates). LICENSEE agrees to grant, and hereby grants to QTIL and its Affiliates, a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license (with the right to sublicense through multiple tiers) to make, use, sell, reproduce, modify, and distribute products and services incorporating all or any portion of the LICENSEE Modifications and LICENSEE Documentation made subject to Section 2.1 (License Grant) of this Agreement for any purpose.

Neither QTIL, nor any of its Affiliates delivering any PKLA Product Kit(s) or portion thereof hereunder, is authorized to sell or license any PKLA Product Kit(s) or portion thereof under the patents of QUALCOMM Incorporated or SnapTrack, Inc. Accordingly, neither the sale, license or provision of the PKLA Product Kit(s) or any portion thereof by QTIL or its Affiliates nor any provision of this Agreement shall be construed as to grant to LICENSEE either expressly, by implication or by way of estoppel, any license or other right under any of such patents of QUALCOMM Incorporated or SnapTrack, Inc. LICENSEE, on behalf of itself and its Affiliates, agrees not to contend in any context that, as a result of the provision or use of any PKLA Product Kit(s) or any portion thereof, QTIL or its Affiliates has any obligation to extend, or LICENSEE or any other party has obtained any right to, any license, whether express or implied, with respect to any patent of QUALCOMM Incorporated or SnapTrack, Inc. for any purpose.

6.2. Feedback. QTIL or its Affiliates may from time to time receive suggestions, feedback or other information from LICENSEE regarding a PKLA Product Kit or Support Services provided ("**Feedback**"). Any such Feedback received from LICENSEE is and shall be entirely voluntary on the part of LICENSEE, and LICENSEE (on behalf of itself and its Affiliates) grants to QTIL and its Affiliates, without charge and without any other obligation of any kind to LICENSEE, a non-exclusive license under the intellectual property rights of LICENSEE and its Affiliates to make, use, modify, distribute and otherwise commercialize such Feedback as part of or designed for use with any PKLA Product Kit or other product offering of QTIL or any of its Affiliates and/or any Component.

6.3. Notices. LICENSEE agrees to include on LICENSEE Documentation, all copyright, proprietary and other intellectual property rights notices reasonably requested by QTIL in writing.

6.4. Notification of Unauthorized Use. LICENSEE will promptly notify QTIL if LICENSEE becomes aware of any unauthorized use of any PKLA Product Kit or violation or threatened violation of QTIL's or its Affiliates intellectual property rights therein. LICENSEE agrees to cooperate with QTIL and render such assistance as QTIL may

reasonably request to identify, halt and/or prevent any violation of the provisions of this Agreement.

6.5. Third Party Notices. A PKLA Product Kit may contain or link to certain software code and/or materials, including, without limitation, open source software components, that are written or owned by third parties ("**Third Party Software**"), in which case QUIL may provide LICENSEE with any of the following: a separate document; a digital file; release notes; a QUIL support website; or software code ("**Notice File**") that may contain notices pertaining to such Third Party Software. Except where QUIL or its Affiliate expressly identifies a third party license contained in a Notice File as a pass-through license or expressly prohibited by a third party license contained in the Notice File, including, without limitation, any open source license included therein (the foregoing hereinafter referred to in this Section as the "**Exceptions**"), the content of such Notice File is provided solely to satisfy QUIL's or its Affiliates' attribution and/or notice obligations and LICENSEE's use of such Third Party Software together with the Licensed Software is subject to the terms and conditions of this Agreement. LICENSEE further acknowledges and agrees that: (a) compliance with all copyright laws and third party license(s) included in the Notice File are the responsibility of LICENSEE and LICENSEE shall indemnify QUIL for any breach of such terms; (b) LICENSEE must not remove or alter any such Notice File; (c) except as may be granted by separate express written agreement, the Notice File provides no license to (i) any patents, trademarks, copyrights, or other intellectual property of QUIL or its Affiliates or (ii) any patents, trademarks, copyrights, or other intellectual property of any acquirer of QUIL or any affiliate of such acquirer; (d) any Licensed Software provided to LICENSEE is NOT A CONTRIBUTION to any open source project; and (e) except with respect to the Exceptions set forth above, in the event of any conflict between the terms and conditions of this Agreement and any third party license included in the Notice File, this Agreement shall control except as otherwise expressly provided for in the Notice File.

6.6. LICENSEE Modifications and Software Applications. If LICENSEE writes LICENSEE Modifications and/ or Software Applications using any component of a PKLA Product Kit and such LICENSEE Modifications and/ or Software Applications are used, distributed, or otherwise deployed, then LICENSEE agrees to indemnify and hold QUIL and its Affiliates and each of their respective officers, directors, employees and successors and assigns (each, a "**QUIL Indemnitee**") harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each QUIL Indemnitee (including but not limited to costs of defense, investigation and reasonable attorneys' fees) arising out of, resulting from or related to (i) any use, reproduction or distribution of the LICENSEE Modifications and/ or Software Application, which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property, publicity or privacy right of any third parties arising in any jurisdiction anywhere in the world, except and solely to the extent such infringement is caused by the unmodified PKLA Product Kit, or portions thereof, as supplied by QUIL under this Agreement.

7. TERM AND TERMINATION.

7.1. Term. This Agreement and the licenses granted hereby shall commence on the Effective Date and shall continue until terminated in accordance with this Section 7 ("**Term**").

7.2. At Will Termination. Either Party shall have the right to terminate this Agreement for any reason by giving written notice of termination to the other Party. Such termination shall become effective thirty (30) calendar days after the date of such notice.

7.3. Termination for Cause. This Agreement and all licenses granted hereby will automatically terminate upon any breach by LICENSEE of a provision of Sections 2.1 (License Grant), 3 (RESTRICTIONS), 4 (TECHNICAL SUPPORT) or 8 (CONFIDENTIALITY), SCHEDULE A (RESTRICTED USE SOFTWARE), SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) or SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS) of this Agreement. In addition, this Agreement and all licenses granted hereby may be terminated by either Party if the other Party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) calendar days of receiving written notice of the breach from the non-breaching Party. Further, if as to any PKLA Product Kit licensed hereunder, (a) there is a breach of any of the open source restrictions or (b) any restrictions, conditions, limitations, or exclusions that are set forth in Sections 2.1 (License Grant), 6 (INTELLECTUAL PROPERTY), SCHEDULE A (RESTRICTED USE SOFTWARE), SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) or SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS) of this Agreement are for any reason found to be invalid and/or unenforceable, then QUIL shall have the right to terminate this Agreement immediately upon notice and the rights granted in Section 2.1 (License Grant), SCHEDULE A (RESTRICTED USE SOFTWARE), SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) or SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS) of this Agreement shall be null, void, and ineffective from the date of such termination with respect to the such PKLA Product Kit. In addition, if LICENSEE or any of its Affiliates Assert (defined below) any patent owned or controlled by LICENSEE or its Affiliates against QUIL or its Affiliates or any of their direct or indirect customers, distributors, foundries or licensees, then QUIL shall be entitled to terminate this Agreement immediately. "**Assert**" means (i) to commence or prosecute patent infringement litigation or (ii) to threaten in writing to commence or prosecute patent infringement litigation.

7.4. Bankruptcy, Dissolution or Liquidation. LICENSEE shall provide written notice (“**Notice**”) to QTIL immediately upon the occurrence of any of the following events (“**Events**”): (a) insolvency, bankruptcy or liquidation or filing of any application therefor, or other commitment of any affirmative act of insolvency under any jurisdiction; (b) attachment, execution or seizure of substantially all of the assets or filing of any application therefor; (c) assignment or transfer of that portion of the business to which this Agreement pertains to a trustee for the benefit of creditors; (d) disposition, by sale or assignment of all of its rights, of that portion of the business or the material assets to which this Agreement pertains; or (e) termination of its business or dissolution. Either Party shall also have the right to terminate this Agreement with immediate effect by giving written notice of termination to the other Party at any time upon occurrence of an Event.

7.5. Effects of Termination. Upon any termination or expiration of this Agreement, except as provided for in this Section 7.5 (Effects of Termination), LICENSEE agrees to immediately cease all use of, and destroy, all copies (including backup copies) of any and all PKLA Product Kits, including all tangibles incorporating any such items (but excluding LICENSEE Product), and promptly to certify to QTIL in writing that LICENSEE has done so. Any termination of this Agreement under this Section 7.5 (Effects of Termination) shall not prejudice the right to recover any sums due or accrued at the time of such termination or expiration and shall not prejudice any cause of action or claim accrued or to accrue on account of any breach or default. Unless this Agreement is terminated automatically or by QTIL for cause pursuant to Section 7.3 (Termination for Cause), LICENSEE may: (a) retain copies of PKLA Product Kit(s) solely for use in supporting customers that purchased LICENSEE Product prior to the expiration or termination of this Agreement, and (b) sell inventory of LICENSEE Product that has already been manufactured or is in process on the date of expiration or termination.

7.6. Survival. Termination or expiration of this Agreement will not affect Object Code sublicenses granted to purchasers of LICENSEE Product pursuant to Section 2.1 (License Grant), SCHEDULE A (RESTRICTED USE SOFTWARE), Schedule B (LIBRARIES FOR APPLE APPLICATIONS) or SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS) prior to expiration or termination, each of which will remain in effect in accordance with its terms. In addition the Parties' rights and obligations which by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive, including but not limited to Sections 4.5 (LICENSEE Warranty; Indemnify), 6.1 (Ownership; Covenant) 6.2 (Feedback), 7.5 (Effects of Termination), 8 (CONFIDENTIALITY), 9 (WARRANTY DISCLAIMER), 10 (LIMITATION OF LIABILITY), 12 (RECORDS AND AUDIT), 13 (COMPLIANCE WITH LAWS; APPLICABLE LAW), 14 (SUPPLY CHAIN SECURITY) and 15 (MISCELLANEOUS PROVISIONS) hereof.

8. CONFIDENTIALITY.

8.1. Definition. “**Confidential Information**” means: (i) any information disclosed by QTIL or any of its Affiliates to LICENSEE, either directly or indirectly, during the Term, by any means (whether in writing, orally or visually, or by permitting inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment)), provided such information is designated as “Confidential”, “Proprietary” or some similar designation at the time of disclosure, and (ii) a PKLA Product Kit, whether or not so designated. Confidential Information does not, however, include any information that LICENSEE demonstrates: (a) is legally and publicly available, other than through a breach of LICENSEE’s obligations under this Section 8 (CONFIDENTIALITY); (b) LICENSEE received, without an obligation of confidentiality, from a third party that was entitled so to disclose it; or (c) is independently developed by LICENSEE without use of or reference to Confidential Information. Nothing in this Agreement will prevent LICENSEE from disclosing Confidential Information to the extent LICENSEE is required by law to disclose such Confidential Information, provided LICENSEE gives QTIL prompt written notice of that requirement prior to such disclosure and cooperates with QTIL’s efforts to obtain an order protecting the information from public disclosure.

8.2. Non-use and Non-disclosure. LICENSEE acknowledges and agrees that the materials provided hereunder (including but not limited to any and all PKLA Product Kit(s)) contain trade secrets of QTIL and confidential and proprietary information of QTIL, its Affiliates and the suppliers and licensors of QTIL and its Affiliates, and LICENSEE shall maintain such materials under strict confidence and shall not disclose or transfer the materials to any third party without the prior written consent of QTIL. LICENSEE agrees not to disclose Confidential Information other than to LICENSEE’s employees who have a need to know to exercise the rights and licenses granted to LICENSEE herein, and not to use Confidential Information other than in the exercise of such rights and licenses. LICENSEE agrees that prior to any disclosure by LICENSEE of Confidential Information to an employee, LICENSEE will have entered into a written non-disclosure agreement with such person, containing terms at least as strict as those contained in this Section 8 (CONFIDENTIALITY). LICENSEE may not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody Confidential Information and that are provided hereunder.

8.3. Maintenance of Confidentiality. LICENSEE agrees to take reasonable measures to protect the secrecy of and avoid the unauthorized disclosure or use of Confidential Information, including at least those measures that LICENSEE takes to protect its own most highly confidential information. LICENSEE may not make any

copies of Confidential Information except as expressly permitted by Section 2.1 (License Grant), SCHEDULE A (RESTRICTED USE SOFTWARE), SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) or SCHEDULE C (IAP2 PROTOCOL STACK AND LIBRARIES FOR IAP2 PROTOCOL STACK APPLICATIONS) or as approved by QTIL in advance, in writing. LICENSEE must reproduce all proprietary right notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

8.4. Return of Confidential Information. Except as otherwise provided in Section 7.5 (Effects of Termination), LICENSEE agrees to promptly return to QTIL or destroy, at QTIL's request, all copies of Confidential Information, in whatever form or media, and to certify to QTIL in writing that it has done so.

8.5. Remedies. LICENSEE agrees that any violation or threatened violation of any provision of this Section 8 (CONFIDENTIALITY) will cause QTIL irreparable injury, entitling QTIL to injunctive relief in addition to all legal remedies.

8.6. Announcement. LICENSEE shall not disclose, advertise or publish the terms or conditions of this Agreement or use the name of QTIL or its Affiliates in any news release, public announcement, advertisement or other form of publicity without the written consent of QTIL, except: (i) as may be required by law or to satisfy financial reporting requirements; and (ii) to its professional advisors and to investors or potential investors who are under an obligation of confidentiality at least as restrictive as those contained in this Section 8 (CONFIDENTIALITY); or (iii) with QTIL's or its Affiliate's prior written consent.

8.7. Conflict with NDA. In the event of any conflict between this Section 8 (CONFIDENTIALITY) and the terms of a hand-signed Non-Disclosure Agreement entered into between QTIL or a QTIL Affiliate and LICENSEE ("NDA") before or after the Effective Date of this Agreement, the terms which are most protective of the Confidential Information shall prevail.

8.8. Consent to Collection and Use of Data. LICENSEE understands and agrees that the Licensed Software in certain PKLA Product Kits may send to QTIL and/or its Affiliates and service providers certain technical and related information, including but not limited to: (i) information about the end users' desktop and mobile devices such as make, model, operating system name and version and kernel version, (ii) information about the Licensed Software used, such as the Licensed Software version, (iii) information about the developer application and information created during its interaction with the Licensed Software, such as start and stop dates and times, and other general usage information, and (iv) the IP address used by the end user's device, for the purpose of allowing QTIL's or its Affiliate's servers to infer the country of use (but not the exact location) (collectively "Statistics"). LICENSEE further understands and agrees that QTIL and/or its Affiliates and service providers may collect and use Statistics: (a) to provide the Licensed Software, (b) to facilitate the provision of new products, updates, enhancements, technologies, and other services, (d) to improve the Licensed Software, and other products, services and technologies of QTIL or its Affiliates, and for any other business purpose.

9. WARRANTY DISCLAIMER. ALL PKLA PRODUCT KITS AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND QTIL AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PKLA PRODUCT KITS, SUPPORT SERVICES OR OTHER INFORMATION OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS (A) A WARRANTY OR REPRESENTATION BY QTIL OR ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS AS TO THE VALIDITY OR SCOPE OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OR (B) A WARRANTY OR REPRESENTATION BY QTIL OR ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS THAT ANY MANUFACTURE OR USE OF ANY PKLA PRODUCT KIT, SUPPORT SERVICES OR OTHER INFORMATION OR DOCUMENTATION PROVIDED HEREUNDER WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS, AND IT SHALL BE THE SOLE RESPONSIBILITY OF LICENSEE TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS AND OTHER INTELLECTUAL PROPERTY OF THIRD PARTIES.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL QTIL OR ITS AFFILIATES OR THEIR RESPECTIVE LICENSORS BE LIABLE TO LICENSEE OR ANY OF ITS AFFILIATES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OR FAILURE TO DELIVER ANY PKLA PRODUCT KIT, SUPPORT SERVICES OR ANY BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, EVEN IF QTIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER LICENSEE'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE ENTIRE LIABILITY OF QTIL OR ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE OR ITS AFFILIATES, FOR ANY CLAIM OR CAUSE OF ACTION ARISING

HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED TEN THOUSAND UNITED STATES DOLLARS (US\$10,000.00). THESE LIMITATIONS AND DISCLAIMERS REFLECT THE PARTIES' REASONABLE ALLOCATION OF THE RISKS ASSOCIATED WITH ANY PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT AND ARE INCLUDED IN THIS LICENSE AS A MATERIAL INDUCEMENT FOR QTIL TO ENTER INTO THIS AGREEMENT.

11. ASSIGNMENT. LICENSEE shall not assign this Agreement or any right or interest under this Agreement, nor delegate any obligation to be performed under this Agreement, without QTIL's prior written consent. For purposes of this Section 11 (ASSIGNMENT), an "assignment" by LICENSEE under this Section shall be deemed to include, without limitation, any merger, consolidation, sale of all or substantially all of its assets, or any substantial change in the management or control of LICENSEE. Any attempted assignment in contravention of this Section 11 (ASSIGNMENT) shall be void.

12. RECORDS AND AUDIT. During the Term of this Agreement and for a period of five (5) years thereafter ("**Audit Period**"), LICENSEE shall keep, in paper and electronic form, detailed, accurate and up-to-date records ("**Records**") showing during the Audit Period the steps taken by LICENSEE to comply with all provisions of this Agreement, including, without limitation, the reporting of LICENSEE Products sold or transferred that include Licensed Software subject to license fees or incremental fees as set out in Section 2.2 (Software License Keys for Commercial Use in a LICENSEE Product) of this Agreement, as well as whether the Fee-Bearing Software is only being used for the FB SW Limited Purpose and no other purpose as set out in Section 2.4 (Fee-Bearing Software License Grant) of SCHEDULE A (RESTRICTED USE SOFTWARE) to this Agreement. LICENSEE shall ensure that the Records are sufficient to enable QTIL to verify LICENSEE's compliance with its obligations under this Section 12 (RECORDS AND AUDIT). During the Audit Period, LICENSEE shall keep full, true, and accurate records and accounts, in accordance with generally accepted accounting principles, in connection with all activities of LICENSEE under this Agreement. During the Audit Period, QTIL shall have the right to audit the Records, and LICENSEE shall make such Records available for audit by QTIL and/or its independent auditors upon fifteen (15) calendar days' prior written notice, during regular business hours, at those locations where LICENSEE may maintain relevant Records. LICENSEE agrees to make available all such Records to QTIL and to provide QTIL with reasonable assistance, as well as provide accurate and truthful information to QTIL, during QTIL's and/or its independent auditor's inspection of LICENSEE's Records as QTIL may, from time to time, reasonably request. In all cases, LICENSEE agrees to bear and/or repay to QTIL all costs, fees and expenses incurred by QTIL and/or its independent auditors in the performance of any such audit and/or investigation that discloses any breach of this Agreement by LICENSEE. In addition, QTIL reserves the right to bill back LICENSEE and/or withhold or adjust program benefits, at its sole discretion, if an audit or inspection reveals an error or a violation of the terms of this Agreement.

13. COMPLIANCE WITH LAWS; APPLICABLE LAW.

13.1 General Covenant regarding Compliance with Laws. LICENSEE agrees to comply, at its own expense, with all applicable international and national laws as they apply to the subject matter of this Agreement, including, all applicable governmental laws, statutes, ordinances, administrative orders, rules or regulations relating to LICENSEE's duties, obligations and performance under this Agreement.

13.2 Compliance with Anti-Corruption Laws. LICENSEE represents and warrants to QTIL that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QTIL or its Affiliates, LICENSEE, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010 and the UK Criminal Finances Act 2017. LICENSEE further represents and warrants to QTIL that LICENSEE has not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving QTIL or its Affiliates, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

13.3 Export and Regulatory Compliance. LICENSEE acknowledges that all PKLA Product Kits delivered under this Agreement are subject to export or import laws, legislation, regulations and restrictions. These may include, but are not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the Office of Foreign Assets Control Regulations, and any other national legislation related to trade controls. LICENSEE warrants that it and its affiliates will not directly or indirectly export, re-export, transfer or release (collectively, "**Export**") any PKLA Product Kits or direct product thereof to any destination, person, entity or end use prohibited or restricted under the applicable laws, regulations and legislation, including under US law without prior US government authorization to the extent required by regulation. The US government currently maintains comprehensive embargoes and sanctions against Cuba, Iran, North Korea, Sudan (N), Syria and Crimea region of Ukraine, but any amendments to these controls shall apply. LICENSEE agrees not to directly or indirectly employ any PKLA Product Kit (either as a

whole or in part) received from QTIL or its Affiliates in missile technology, sensitive nuclear or chemical biological weapons activities, or prohibited military activity, or in any manner Export any PKLA Product Kit (either as a whole or in part) to any party for any such end use, as defined in Part 744 of the EAR. Recipient shall not Export any PKLA Product Kit (either as a whole or in part) to any party listed on any of the denied parties' lists or specially designated nationals' lists maintained under said regulations without prior US government authorization to the extent required by regulation. LICENSEE acknowledges that other countries may have trade laws pertaining to the Export, import, use, or distribution of PKLA Product Kits or direct products thereof, and that compliance with same is the responsibility of the LICENSEE. If the purchase of a PKLA Product Kit under this Agreement requires an export license for the relevant governing authority, LICENSEE agrees to provide all necessary documentation to QTIL to obtain said license without undue delay at QTIL's request. This may include, but is not limited to, an end use and end user statement, an import license and any other required information. QTIL reserves the right to suspend its delivery obligations under this Agreement until a required export license or other authorization is granted by the governing authority without incurring any liability from the LICENSEE. LICENSEE agrees to comply with all of the terms, conditions and restrictions of any required export license, as notified by QTIL. LICENSEE agrees to indemnify and hold QTIL and its Affiliates harmless from all damages and liability that may arise out of connection with LICENSEE's violation of applicable export laws, regulations and legislation, together with any and all third-party claims, actions, causes of action, loss and expenses arising out of LICENSEE's failure to comply with its obligations as provided for in this section.

Development Hardware and Software Support Tools provided under this Agreement are not consumer devices and are neither designed nor certified for compliance with any rule, regulation, law or directive that pertains to commercially available consumer devices. LICENSEE agrees that in no event shall any Development Hardware be sold, leased or placed on the market in any manner. Development Hardware containing radio frequency (RF) transmitters is intended for use in a controlled environment for engineering development, engineering evaluation or demonstration purposes only. With respect to any Components or Development Hardware delivered to the European Union, upon the earlier of expiration or termination of this Agreement, the end of the useful life of the Component or Development Hardware, or when LICENSEE ceases to use any Component or Development Hardware delivered under this Agreement, LICENSEE shall, at its cost, return the Components and Development Hardware to QTIL for proper disposal and in no event shall any Components or Development Hardware be resold or placed on the market in any manner. LICENSEE will not operate the RF transmitter (including over the air or "OTA") associated with any Development Hardware in the European Union unless LICENSEE secures from the appropriate local governmental body the necessary authority to operate the transmitter. LICENSEE will not operate the RF transmitter (including OTA) associated with any Development Hardware in the U.S. unless LICENSEE secures from the FCC the appropriate experimental authority or special temporary authorization pursuant to Part 5 of the FCC's rules.

13.4 Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding the U.N. Convention on International Sale of Goods, without regard to conflict of laws principles. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach or validity hereof, including, without limitation, any improper use, copying or misappropriation by LICENSEE of any PKLA Product Kit, knowhow and related documentation or materials provided by QTIL to LICENSEE hereunder, shall be subject to the dispute resolution terms set forth in this Section 13.4 (Applicable Law and Venue) regardless of any conflicting terms in any other agreements between the Parties. Therefore, any dispute, claim or controversy arising out of or relating to this Agreement, or the breach or validity hereof, shall be adjudicated only by a court of competent jurisdiction in the county of San Diego, State of California, and each Party hereby consents to the personal jurisdiction of such courts for that purpose. In the event of any proceeding to enforce the provisions of this Agreement, the prevailing Party (as determined by the court) shall be entitled to reasonable attorneys' fees as fixed by the court. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of any PKLA Product Kit and that QTIL shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Notwithstanding the foregoing, if LICENSEE is resident in, or has its principal place of business in the People's Republic of China, the following shall apply: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of laws principles. Any dispute, claim, or controversy arising from or relating to this Agreement or the breach or validity hereof (each, a "**Dispute**") will be finally settled by a confidential arbitration proceeding conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). The place of arbitration will be Singapore. The language of the arbitration will be English. Except as may be required by law, neither Party may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The arbitrator's award will be final and binding on the Parties. The Parties agree that judgment may be entered upon such an award in any court of competent jurisdiction. In the event of any proceeding to enforce the provisions of this Agreement or to resolve any claim or dispute arising from or related to this Agreement, the prevailing Party (as determined by the arbitrator) shall be entitled to reasonable attorneys' fees as fixed by the arbitrator.

14. SUPPLY CHAIN SECURITY. QTIL as a multinational company is committed to safe and secure supply chains by participating in governmental programs on supply chain security like the *US Customs and Border Protection Program CTPAT*, the respective *Authorized Economic Operator Programs (AEO)* and other supply chain security programs. LICENSEE agrees to be actively involved in measures to ensure its supply chain is sufficiently secured against the intrusion or existence of any undesired or forbidden items and shall participate in or establish internal rules that meet the requirements of any applicable law or standards of programs of any governmental authorities on supply chain security to avoid delays in the supply chain.

15. MISCELLANEOUS PROVISIONS. All notices and consents required or permitted under this Agreement must be in writing and sent by reputable commercial courier or by certified post/mail, if to QTIL, to the address listed above to the attention of Legal Department, and if to LICENSEE to such address (email or otherwise) as is specified by LICENSEE to QTIL from time to time. Notices will be deemed given and received on receipt. If a notice cannot be received because the recipient has moved and failed to notify the sender of its change of address, or because the recipient is out of business, then a notice will be deemed received when sent. This Agreement, together with all schedules and notices attached hereto constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties with respect to the subject matter hereof. With the exception of any agreement relating to the software subject to SCHEDULE A (RESTRICTED USE SOFTWARE), SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) or SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS), in the event of a conflict between the terms of this Agreement and a separate written agreement hand-signed by the Parties, the terms of this Agreement will apply over any conflicting provision(s) hereof, unless the Parties have specifically disappplied this provision in this Agreement by a document hand-signed by both Parties that references this Agreement. Save as stated below, no addition or modification of this Agreement shall be effective unless made in writing and signed by the respective representatives of QTIL and LICENSEE. The restrictions, limitations, exclusions and conditions set forth in this Agreement shall apply even if QTIL or its Affiliates become aware of or fails to act in a manner to address any violation or failure to comply therewith. LICENSEE hereby acknowledges and agrees that the restrictions, limitations, conditions and exclusions imposed in this Agreement on the rights granted in this Agreement are not a derogation of the benefits of such rights. If any of the provisions of this Agreement are determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

Except to the extent that QTIL is expressly precluded by applicable law, QTIL further reserves the right to provide a modified version of this Agreement by giving LICENSEE reasonable notice of the modified version electronically. If LICENSEE continues to use a PKLA Product Kit more than sixty (60) calendar days after notice of the modified version has been given, then LICENSEE shall be deemed to have accepted and be bound by the modified version. In terms of the enforceability of this Agreement, the Agreement shall be deemed to be "in writing" and "accepted" by both Parties. LICENSEE will not contest the validity or enforceability of this Agreement solely because it was concluded electronically.

SCHEDULE A

RESTRICTED USE SOFTWARE

1. DEFINITIONS.

“aptX Codec Licensee” means an entity that has entered into a hand-signed software license agreement for aptX Decoder or aptX Encoder with QTIL or a QTIL Affiliate before the Effective Date of this Agreement.

“aptX Decoder” means QTIL’s Qualcomm aptX audio decompression software in Object Code only.

“aptX Encoder” means QTIL’s Qualcomm aptX audio compression software in Object Code only.

“Atlas7” means QTIL’s Qualcomm® Atlas™ display audio automotive solution software in Object Code only.

“CSR Synergy” means QTIL’s CSR Synergy™ host connectivity software in Object Code only.

“Fee-Bearing Software” means Licensed Software which does not require a Software License Key but is subject to the payment of one-time and/ or per unit license fees or other incremental fees to QTIL, a QTIL Distributor or a QTIL Affiliate relating to commercial use of such Licensed Software in a LICENSEE Product, as indicated in the information relating to the PKLA Product Kit or as otherwise notified by QTIL, a QTIL Distributor or a QTIL Affiliate to LICENSEE.

“RoadiHub” means QTIL’s Qualcomm® RoadiHub™ mobile wireless hotspot software in Object Code only.

“SiRFDRIve” means QTIL’s Qualcomm® SiRFDRIve™ location software in Object Code only.

2. RIGHT TO USE RESTRICTED USE SOFTWARE; RESTRICTIONS.

2.1 aptX Decoder and/ or aptX Encoder License Grant (Limited Purpose). Subject to the terms and conditions contained in this Agreement, QTIL hereby grants to LICENSEE, a world-wide, non-exclusive, non-transferable, royalty-free, revocable copyright license for internal purposes of evaluation only, to:

- (a) activate the aptX Decoder and/ or aptX Encoder using the ten (10) Software License Keys provided by QTIL or a QTIL Distributor free of charge for evaluation purposes only;
- (b) implement the aptX Decoder and/ or aptX Encoder as firmware in secure code embedded in a LICENSEE Product for internal testing and evaluation purposes only;
- (c) internally test and evaluate the aptX Decoder and/ or aptX Encoder while running on the LICENSEE Product; and
- (d) make copies of the aptX Decoder and/ or aptX Encoder to the extent needed to exercise the above license rights ((a), (b), (c) and (d) collectively, the **“Limited Purpose”**).

LICENSEE represents and warrants to QTIL that the aptX Decoder and/ or aptX Encoder will be used solely for the Limited Purpose and for no other purpose and will not be placed into commercial use or used for any other purpose until (i) LICENSEE executes a separate handwritten or electronically signed agreement with QTIL or a QTIL Affiliate, as the case may be, and (ii) LICENSEE pays the applicable fees relating to commercial use in accordance with such agreement. LICENSEE may request a commercial license by contacting their QTIL or QTIL Affiliate sales representative.

2.2 aptX Decoder and/ or aptX Encoder License Grant (Commercial Use).

NOTE: This Section 2.2 (aptX Decoder and/ or aptX Encoder License Grant (Commercial Use)) applies only if LICENSEE is an aptX Codec Licensee

2.2.1 Subject to the terms and conditions contained in this Agreement and conditional upon the purchase by aptX Codec Licensee of the applicable Software License Keys and compliance with Section 2.2.6 (Marketing Materials) below, QTIL hereby grants to aptX Codec Licensee, a world-wide, non-exclusive, non-transferable and revocable copyright license, to:

- (a) activate the aptX Decoder and/ or aptX Encoder using Software License Keys purchased from QUIL or QUIL's Distributors;
- (b) implement the aptX Decoder and/ or aptX Encoder as firmware in secure code embedded in the LICENSEE Product;
- (c) market and distribute the aptX Decoder and/ or aptX Encoder as part of and embedded in the LICENSEE Product; and
- (d) make copies of the aptX Decoder and/ or aptX Encoder to the extent needed to exercise the above license rights.

2.2.2 Compliance with License of aptX Decoder and/ or aptX Encoder (Commercial Use). aptX Codec Licensee shall submit to QUIL, by email to such address as QUIL may specify from time to time, a written statement every six (6) months after the Effective Date, reporting which LICENSEE Products, if any, incorporating the aptX Decoder and/ or aptX Encoder are being marketed, stating the Licensee Product name and version number.

2.2.3 PKLA Product Kit License Agreement Prevails. For clarification, unless otherwise specifically agreed in writing between LICENSEE and QUIL or a QUIL Affiliate, if LICENSEE is an aptX Codec Licensee, this Agreement shall prevail over a hand-signed software license agreement for aptX Decoder and/ or aptX Encoder entered into with QUIL or a QUIL Affiliate before the Effective Date hereof.

2.2.4 Use and Display of aptX Marks - Advertising. Subject to Section 2.2.5 (Trademark License) below, aptX Codec LICENSEE may freely advertise the LICENSEE Product as containing the aptX Decoder and/ or aptX Encoder, however as part of any documentation or trial of the LICENSEE Product, the LICENSEE shall state that the aptX Decoder and/ or aptX Encoder is used for audio compression and/ or decompression within the LICENSEE Product. In addition, and subject to Section 2.2.4 (Trademark License) below, aptX Codec Licensee shall include the aptX logo on all advertising, promotional material, LICENSEE Product packaging/casing and LICENSEE Product 'about' and 'help' panels.

2.2.5 Trademark License. QUIL grants aptX Codec LICENSEE during the term of this Agreement, a limited, revocable, non-sublicensable, nontransferable, royalty free trademark license to affix the aptX Marks on certain materials, signage, and collateral associated with the promotion and marketing of the LICENSEE Products. This right shall not be construed as a license to or permission for aptX Codec LICENSEE to use the aptX Marks in any manner except as expressly provided herein. Unless otherwise directed by QUIL, Licensee shall download the aptX Marks from the <https://brand.qualcomm.com/> (the "Brand Portal") and hereby agrees to any applicable terms of use. aptX Codec LICENSEE shall strictly adhere to all graphics standards and marking requirements set forth in the brand guidelines for the aptX Marks on the Brand Portal, which may be revised from time to time. aptX Codec LICENSEE shall not affix, use, or otherwise display the aptX Marks in any manner without QUIL's prior written consent for each use. Unless otherwise directed by QUIL, aptX Codec LICENSEE shall request QUIL's consent to use the aptX Marks through the Brand Portal. QUIL may withhold its consent or cancel prior authorization for use of the aptX Marks if the proposed usage violates any applicable terms of use or brand guidelines.

2.2.6 Marketing Materials. aptX Codec LICENSEE shall provide QUIL with all marketing materials relating to the LICENSEE Product (in whatever media), together with two (2) examples of the LICENSEE Product before exercising any rights of commercial use. QUIL shall be entitled to use such examples for test and demonstration purposes, to ensure that LICENSEE Products are commensurate in quality and performance with the aptX brand. If QUIL objects in whole or part to any marketing material, then the aptX Codec LICENSEE will immediately withdraw such material (or its offending part) and will cease and desist use of the aptX Marks in relation to such LICENSEE Product. If QUIL objects to product quality or performance of the aptX Decoder and/ or aptX Encoder in the LICENSEE Product, then QUIL will notify aptX Codec LICENSEE in writing within twenty-one (21) calendar days of receipt of the two (2) examples, detailing the reasons for such objection. aptX Codec LICENSEE will cease and desist use of the aptX Marks in relation to such LICENSEE Product until such time as the deficiencies notified by QUIL have been remedied to QUIL's satisfaction.

2.3 Atlas7, CSR Synergy, RoadiHub and SiRFDRIve License Grant. Subject to the terms and conditions contained in this Agreement, QUIL hereby grants to LICENSEE, a world-wide, non-exclusive, non-transferable, royalty-free, revocable copyright license for internal purposes of evaluation only, to:

- (a) implement Atlas7 or CSR Synergy or RoadiHub or SiRFDRIve as firmware in secure code embedded in a LICENSEE Product for internal testing and evaluation purposes only;
- (b) internally test and evaluate Atlas7 or CSR Synergy or RoadiHub or SiRFDRIve while running on the LICENSEE Product; and

- (c) make copies of Atlas7 or CSR Synergy or RoadiHub or SiRFDRIve to the extent needed to exercise the above license rights ((a), (b) and (c) collectively, the “Atlas/Synergy/RoadiHub/SiRFDRIve Limited Purpose”).

LICENSEE represents and warrants to QTIL that the Atlas7, CSR Synergy, RoadiHub and SiRFDRIve will be used solely for the Atlas/Synergy/RoadiHub/SiRFDRIve Limited Purpose and for no other purpose and will not be placed into commercial use or used for any other purpose until (i) LICENSEE executes a separate handwritten or electronically signed agreement with QTIL or a QTIL Affiliate, as the case may be, and (ii) LICENSEE pays the applicable fees relating to commercial use in accordance with such agreement. LICENSEE may request a commercial license by contacting their QTIL or QTIL Affiliate sales representative.

2.4 Fee-Bearing Software License Grant. Subject to the terms and conditions contained in this Agreement, QTIL hereby grants to LICENSEE, a world-wide, non-exclusive, non-transferable, royalty-free, revocable copyright license to:

- (a) internally test and evaluate the Fee-Bearing Software;
- (b) develop functional prototypes (not for sale or distribution) of LICENSEE Product that includes, or is to be used in conjunction with, the Fee-Bearing Software; and
- (c) demonstrate such LICENSEE Product to its customers pursuant to a binding confidentiality agreement, which includes restrictions on the disclosure and use substantially consistent with this Agreement ((a), (b) and (c) collectively, the “**FB SW Limited Purpose**”).

LICENSEE represents and warrants to QTIL that the Fee-Bearing Software will be used solely for the FB SW Limited Purpose and for no other purpose and will not be placed into commercial use or used for any other purpose until (i) LICENSEE executes a separate handwritten or electronically signed agreement with QTIL or a QTIL Affiliate, as the case may be, and (ii) LICENSEE pays the applicable fees relating to commercial use in accordance with such agreement. LICENSEE may request a commercial license by contacting their QTIL or QTIL Affiliate sales representative.

QTIL reserves all rights not expressly granted to LICENSEE.

SCHEDULE B

LIBRARIES FOR APPLE APPLICATIONS

IF YOU ARE NOT A LICENSEE UNDER THE APPLE DEVELOPER PROGRAM, YOU MAY NOT DOWNLOAD THE LIBRARIES FOR APPLE APPLICATIONS.

1. DEFINITIONS.

“Apple Product” means an Apple-branded product that runs the iOS operating system.

“Libraries for Apple Applications” means the Libraries for Apple Applications in Source Code form including any related updates, upgrades, documentation or information that QTIL may, in its sole discretion, provide to LICENSEE under this Agreement.

“LICENSEE Application Software” means any software (a) developed by LICENSEE using the Libraries for Apple Applications; and (b) developed solely for use with a LICENSEE Product that wirelessly communicates with an Apple Product.

2. RIGHT TO USE LIBRARIES FOR APPLE APPLICATIONS; RESTRICTIONS.

2.1. Libraries for Apple Applications License Grant. Subject to the terms and conditions contained in this Agreement QTIL hereby grants to LICENSEE, a world-wide, non-exclusive, non-transferable, royalty-free, revocable copyright license for internal purposes of evaluation only, to:

- a) internally use the Libraries for Apple Applications solely for the purpose of developing LICENSEE Application Software; and
- b) make and distribute a reasonable number of copies of the Libraries for Apple Applications to employees of LICENSEE with a demonstrable need to know, solely for the purpose of exercising the rights in 2.1 (a).

2.2. Apple Developer Program License Agreement Terms. LICENSEE’s use of the Libraries for Apple Applications must be limited to that permitted by the terms of LICENSEE’s Apple Developer Program License Agreement (along any other relevant license Agreement LICENSEE has executed with Apple Inc.)

QTIL reserves all rights not expressly granted to LICENSEE.

3. REPRESENTATION AND WARRANTY BY LICENSEE. LICENSEE warrants and represents that it is validly licensed and authorized by Apple Inc. under Apple Inc.'s Developer Program for all actions that it takes in relation to the Libraries for Apple Applications and undertakes to QTIL that it will abide by all agreements that it has entered into with Apple Inc. LICENSEE hereby agrees to indemnify, defend and hold harmless QTIL and its Affiliates from any and all claims, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or related to any breach of this representation and warranty.

SCHEDULE C

iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS

IF YOU ARE NOT A LICENSEE UNDER THE APPLE MFi DEVELOPER PROGRAM, YOU MAY NOT DOWNLOAD THE iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS.

1. DEFINITIONS.

“Apple Product” means an Apple-branded product that runs the iOS operating system.

“iAP2 Protocol Stack” means the iAP2 protocol stack in Source Code form including any related updates, upgrades, documentation or information that QTIL may, in its sole discretion, provide to LICENSEE under this Agreement.

“Libraries for iAP2 Protocol Stack Applications” means the libraries for iAP2 Protocol Stack applications in Source Code form including any related updates, upgrades, documentation or information that QTIL may, in its sole discretion, provide to LICENSEE under this Agreement.

“LICENSEE Developed Software” means any software (a) developed by LICENSEE using the iAP2 Protocol Stack Libraries for iAP2 Protocol Stack Applications; and (b) developed solely for use with a LICENSEE Product that wirelessly communicates with an Apple Product.

2. RIGHT TO USE iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS; RESTRICTIONS.

2.1. iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications License Grant. Subject to the terms and conditions contained in this Agreement QTIL hereby grants to LICENSEE, a world-wide, non-exclusive, non-transferable, royalty-free, revocable copyright license to:

- a) internally use the iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications solely for the purpose of designing and developing LICENSEE Developed Software;
- b) make and distribute a reasonable number of copies of the iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications to employees of LICENSEE with a demonstrable need to know, solely for the purpose of exercising the rights in 2.1 (a);
- c) integrate the iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications into LICENSEE Products; and
- d) sublicense and distribute only the Object Code of the iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications solely when embedded as part of a LICENSEE Product.

2.2. MFi Program License Agreement Terms. LICENSEE's use of the iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications must be limited to that permitted by the terms of LICENSEE's MFi Program License Agreement (along with any other relevant license Agreement LICENSEE has executed with Apple Inc.)

QTIL reserves all rights not expressly granted to LICENSEE.

3. REPRESENTATION AND WARRANTY BY LICENSEE. LICENSEE warrants and represents that it is validly licensed and authorized by Apple Inc. under Apple Inc.'s MFi Program for all actions that it takes in relation to the iAP2 Protocol Stack and Libraries for iAP2 Protocol Stack Applications, and undertakes to QTIL that it will abide by all agreements that it has entered into with Apple Inc. LICENSEE hereby agrees to indemnify, defend and hold harmless QTIL and its Affiliates from any and all claims, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or related to any breach of this representation and warranty.

LEGAL NOTICES

The legal notices set forth herein may be updated from time to time at QTIL's sole discretion upon written notice to LICENSEE, which notice may be provided in electronic format via email. Such updates shall not be deemed to be an addition or modification requiring written amendment per Section 15 (MISCELLANEOUS PROVISIONS).

A PKLA Product Kit may include MPEG Layer-3 audio decoding technology. Notwithstanding any provision of this Agreement to the contrary, the delivery of a PKLA Product Kit does not convey a license nor imply any rights to use MPEG Layer-3 audio decoding technology in any finished product under any patents or other intellectual property rights of a third party. A separate and independent license for such use may be required and LICENSEE shall be solely responsible to verify whether such license is needed in conjunction with the use of the MPEG Layer-3 Audio Decoder feature.

A PKLA Product Kit may include G.729 and G.729 Annex A Codecs. This Agreement does not convey a license nor imply any rights to use such codecs under the intellectual property rights of any third party. Sipro Lab Telecom ("**Sipro**") has publicly represented having been appointed to administer implementation licenses for the G.729 and G.729 Annex A Codecs. Consequently, a separate and independent license from Sipro or others for such use may be required and LICENSEE shall be solely responsible to verify whether such license(s) is needed in conjunction with the use of the G.729 and G.729 Annex A Codecs.

A PKLA Product Kit may include DivX, Inc. software. This Agreement does not convey a license nor imply any rights to use or distribute DivX, Inc. software under DivX, Inc.'s copyrights or other intellectual property rights, and such software cannot be incorporated into wireless end user products or further distributed without a separate license from DivX, Inc. LICENSEE shall be solely responsible to obtain an independent license from DivX, Inc. with respect to such use.

A PKLA Product Kit may include an "On-Demand Positioning" feature. On-Demand Positioning ("**ODP**") is a feature included with the gpsOne engine and, when enabled, its purpose is to improve time-to-first fix and accuracy when an end-user issues an explicit position request (location session request).

If LICENSEE elects to enable the ODP feature, LICENSEE shall be solely responsible to ensure its compliance with any and all applicable federal, state and local statutes, laws and regulations pertaining to privacy matters and information.

A PKLA Product Kit may include the ON2 VP6 decoder and ON2 VP7 encoder and decoder software. The ON2 VP6 decoder and ON2 VP7 encoder and decoder software provided with a PKLA Product Kit contains some proprietary work of ON2 Technologies, Inc. ("**ON2**") and is protected by copyright and other intellectual property rights. ON2 has not granted QTIL any right under the intellectual property rights of ON2 to sublicense or otherwise transfer to LICENSEE any right to use the ON2 VP6 decoder and ON2 VP7 encoder and decoder software for commercial distribution or use. LICENSEE shall be solely responsible for obtaining a license from ON2 before any commercial distribution or use of any of the contents of such PKLA Product Kit with the ON2 VP6 decoder and ON2 VP7 encoder and decoder software. ON2 shall be a third party beneficiary to this Agreement solely with respect to LICENSEE'S obligations and restrictions in this paragraph.

The Licensed Software delivered as part of the PKLA Product Kits may include certain audio and video coding technology. The Agreement does not convey a license nor imply any rights to use any patents or other intellectual property rights of any third party. VIA Licensing and MPEGLA have publicly represented having been appointed to administer implementation licenses on behalf of patent holders to audio and video coding technologies relating to MPEG-2, MPEG4, AAC, AVC/H.264, VC-1, MPEG-4 Visual and certain MPEG4 video profiles, respectively. Velos Media, LLC has publicly represented having been appointed to administer implementation licenses on behalf of patent holders to video coding technologies for High Efficiency Video Coding (HEVC) patents, specifically H.265 standard essential patents. Consequently, a separate and independent license from one or more relevant patent holders for such use may be required and LICENSEE shall be solely responsible to verify whether such license is needed in conjunction with the use of the PKLA Product Kits. Further, Coding Technologies has represented that it holds patents and other intellectual property rights with regards to implementation of HE AAC audio decoding technology. Consequently, a separate and independent license from Coding Technologies may be required and LICENSEE shall be solely responsible to verify whether such license is needed in conjunction with the use of the PKLA Product Kits.

The license of any PKLA Product Kit or sale of any Component to LICENSEE does not convey to LICENSEE any consents to use or distribute the contents of any such PKLA Product Kit or such Component, alone or in combination with other products, or any other rights under any patents of Nokia Corporation or any of its affiliates (collectively, “**Nokia**”) in such products.

A PKLA Product Kit may include Sorenson video decoder software, which comprises proprietary work of Sorenson Media, Inc. (“**Sorenson**”) and is protected by copyright, trade secret and other intellectual property rights. Sorenson has not granted QTIL any right under the intellectual property rights of Sorenson to sublicense or otherwise transfer to LICENSEE any right to use the Sorenson video decoder for commercial distribution or use. LICENSEE shall be solely responsible for obtaining such a license from Sorenson granting rights for commercial distribution or use before LICENSEE shall undertake any commercial distribution or use of any of the contents of any PKLA Product Kit with the Sorenson video decoder. Sorenson shall be a third party beneficiary to this Agreement solely with respect to LICENSEE’S obligations and restrictions in this paragraph.

A PKLA Product Kit may include a modified JPEG encoder that includes an Index Table which specifies the length of each data unit (8x8 block) in the image in terms of number of bits. Any and all usage of the Index Table in whole or in part requires a valid written license agreement between LICENSEE and Scalado AB. No right, title or interest in and to the Index Table is conveyed by QTIL, and any use of the Index Table without a written license agreement from Scalado AB constitutes infringement of Scalado's intellectual property rights. The PKLA Product Kit may include Scalado imaging solutions software (“**Scalado Software**”). The Scalado Software is for internal testing and evaluation purposes only. No other license or right is being provided to LICENSEE. LICENSEE may not distribute or use the Scalado Software for commercial purposes without a separate license from Scalado AB or its designated affiliate that is applicable to the Scalado Software. LICENSEE shall be solely responsible to obtain such separate license from Scalado AB.

A PKLA Product Kit may include Dolby licensed technology that may be protected by copyright and other intellectual property rights of Dolby Laboratories, Inc. (“**Dolby Technology**”) LICENSEE can use the Dolby Technology provided with the PKLA Product Kit solely for internal testing and evaluation purposes only. Supply of this Dolby Technology does not convey a license nor imply a right under any patent, or any other industrial or intellectual property right of Dolby Laboratories, to use this Dolby Technology in any finished end-user or ready-to-use final product. LICENSEE is hereby notified that a license for such use is required from Dolby Laboratories.

A PKLA Product Kit may include proprietary work of SRS Labs, Inc. (“**SRS**”). The SRS licensed technology that may be provided with the delivery of such PKLA Product Kit contains some proprietary work of SRS. No right or license to use the SRS licensed technology, other than for internal evaluation purposes, is provided by QTIL. LICENSEE shall be solely responsible for obtaining a license from SRS before any commercial distribution or use of the SRS licensed technology.

A PKLA Product Kit may include QTIL or its Affiliates' Enhanced Location Service ("**QELS**" formerly referred to as "XTRA-T"). QELS may help improve location accuracy and time-to-first-fix, as well as improve battery conservation by: (i) collecting certain location data from the device, and (ii) downloading certain applicable data to the device regarding surrounding cell towers and other location data points. QELS is implemented in such PKLA Product Kit through the use of an opt-in application (the "**QELS App**") that the end user must click to allow. LICENSEE may elect to incorporate QELS in a LICENSEE Product solely in an unmodified form or remove the functionality in its entirety. To include QELS, LICENSEE shall:

- a) Not intentionally activate QELS. As stated above, only the end user should activate QELS;
- b) Determine with the carrier where the QELS App icon would appear; and
- c) Ensure the QELS App launches during first LBS session or upon launch of the QELS icon.

Note that QELS is currently only designed for the Android operating system. If any future release of QELS supports other operating systems, LICENSEE will be advised as to any additional or different implementation requirements.

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