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4. RESTRICTIONS.

4.1. aptX Software. If a PKLA Product Kit includes any aptX Software, then in lieu of the licenses granted to LICENSEE above in Section 3.1 (License Grant), the terms in SCHEDULE A (aptX SOFTWARE) attached hereto shall apply.

4.2. Restricted Use Software. LICENSEE represents and warrants to QTIL that the Restricted Use Software will be used solely as Evaluation Technology and will not be placed into commercial use or used for any other purpose until LICENSEE enters into a separate signed agreement with QTIL or a QTIL Affiliate, as the case may be and LICENSEE pays the applicable fees relating to commercial use in accordance with such agreement. The terms in such separate signed agreement shall govern LICENSEE's use of the Restricted Software. LICENSEE may request a separate agreement for commercial use of Restricted Use Software by contacting its QTIL or QTIL Affiliate sales representative.

4.3. 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 3.1 (License Grant), the terms in SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS) attached hereto shall apply.

4.4. 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 3.1 (License Grant), the terms in SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS) attached hereto shall apply.

4.5. 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.

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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.

4.13. 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.

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(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 3 (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 (as defined in Section 9 (CONFIDENTIALITY)), contained in Section 9 (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 compliance with the terms and conditions of this Agreement by its subcontractors including seeking injunctive relief against such subcontractors as requested by QTIL or its Affiliates.

5. TECHNICAL SUPPORT.

5.1. Provision of Support Services. To the extent LICENSEE makes a request for Support Services (including the signing of third party software features), 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.

If LICENSEE wishes to run a third party software feature on a Component, it is LICENSEE’s responsibility to ensure that it has the appropriate rights to use such third party software feature. LICENSEE warrants and represents that (i) it is validly licensed and authorized by such third party for all intended use of that third party’s software feature and (ii) it will abide by all agreements that it has entered into with such third party. QTIL accepts no responsibility for such third party software features. QTIL may, in its sole discretion, require LICENSEE to pay a digital code fee on a single instance basis to enable certain third party software features, that have first been signed by QTIL, to run on a Component in the LICENSEE Product. Any such fees shall be considered Support Services Fees and shall be subject to payment as set out in this Section 5.1 (Provision of Support Services). QTIL makes no representations or warranties whatsoever about any third party software features which LICENSEE may enable or support by means of a digital code provided by QTIL on a Component. 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 the representation and warranty in this Section 5.1 (Provision of Support Services) of this Agreement.

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 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.

5.2. 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, 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 personnel of QTIL and its Affiliates with a demonstrable need to know, for the purpose of exercising the rights granted in (a) above; and (c) use and distribute 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.

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7.6 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 QTIL and its Affiliates and each of their respective officers, directors, employees and successors and assigns (each, a "QTIL 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 QTIL Indemnitee (including but not limited to costs of defense, investigation and reasonable attorneys' fees) arising out of, resulting from or related to 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 QTIL under this Agreement.

8. TERM AND TERMINATION.

8.1 Term. This Agreement and the licenses granted hereby shall commence on the Effective Date and shall continue until terminated in accordance with this Section 8 ("**Term**").

8.2 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.

8.3 Termination for Cause. This Agreement and all licenses granted hereby will automatically terminate upon any breach by LICENSEE of a provision of Sections 3.1 (License Grant), 4 (RESTRICTIONS), 5 (TECHNICAL SUPPORT) or 9 (CONFIDENTIALITY), SCHEDULE A (aptX 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 3.1 (License Grant), 77 (INTELLECTUAL PROPERTY), SCHEDULE A (aptX 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 QTIL shall have the right to terminate this Agreement immediately upon notice and the rights granted in Section 2.3 (Wikitude SDK License), Section 3.1 (License Grant), SCHEDULE A (aptX 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 Asserts (as defined below) any patent owned or controlled by LICENSEE or its Affiliates against QTIL or its Affiliates or any of their direct or indirect customers, distributors, foundries or licensees, then QTIL 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.

8.4 Bankruptcy, Dissolution or Liquidation. LICENSEE shall provide written 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 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.

8.5 Effects of Termination. Upon any termination or expiration of this Agreement, except as provided for in this Section 8.5 (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 Section 8 (TERM

AND 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 by QTIL for cause pursuant to Section 8.3 (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.

8.6 Survival. Termination or expiration of this Agreement will not affect Object Code sublicenses granted to purchasers of LICENSEE Products pursuant to Section 2.3 (Wikitude SDK License), Section 3.1 (License Grant), SCHEDULE A (aptX 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 5.5 (LICENSEE Warranty; Indemnity), 7.1 (Ownership) 7.2 (Feedback), 8.5 (Effects of Termination), 9 (CONFIDENTIALITY), 10 (WARRANTY DISCLAIMER), 11 (LIMITATION OF LIABILITY), 13 (RECORDS AND AUDIT), 14 (COMPLIANCE WITH LAWS; APPLICABLE LAW), 15 (SUPPLY CHAIN SECURITY), 16 (MISCELLANEOUS PROVISIONS) and SCHEDULE D (QUALCOMM GNSS ASSISTANCE SERVICE) hereof.

9. CONFIDENTIALITY.

9.1 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 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 9 (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.

9.2 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 9 (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.

9.3 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 2.3 (Wikitude SDK License), Section 3.1 (License Grant), SCHEDULE A (aptX 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.

9.4 Return of Confidential Information. Except as otherwise provided in Section 8.5 (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.

9.5 Remedies. LICENSEE agrees that any violation or threatened violation of any provision of this Section 9 (CONFIDENTIALITY) will cause QTIL irreparable injury, entitling QTIL to injunctive relief in addition to all legal remedies.

9.6 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 9 (CONFIDENTIALITY); or (iii) with QTIL's or its Affiliate's prior written consent.

9.7 Conflict with NDA. In the event of any conflict between this Section 9 (CONFIDENTIALITY) and the terms of a 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.

10. 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.

11. 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.

12. 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 12 (ASSIGNMENT), an "assignment" by LICENSEE under this Section shall be deemed to include, 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 12 (ASSIGNMENT) shall be void.

13. 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, the reporting of LICENSEE Products sold or transferred that include Licensed Software subject to license fees or incremental fees as set out in Section 3.2 (Software License Keys for Commercial Use in a LICENSEE Product) of this Agreement, as well as whether any fee-bearing Licensed Software is only being used for the Limited Purpose or aptX Limited Purpose (as defined below), as applicable, and no other purpose as set out in Section 4.7 (Evaluation Technology) above and Section 2 (RIGHT TO USE aptX Software; RESTRICTIONS) of SCHEDULE A (aptX 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 13 (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.

14. COMPLIANCE WITH LAWS; APPLICABLE LAW.

14.1 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.

14.2 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.

14.3 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 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, 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. LICENSEE 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.

Without limiting the generality of this Section 14.3 (Export and Regulatory Compliance) or any other provision of this Agreement, by selecting the Accept Box and downloading a PKLA Product Kit, LICENSEE hereby certifies that:

- a) LICENSEE is not located in, and will not use a PKLA Product Kit in, any country that is subject to an embargo or comprehensive sanctions by the United States Government;
- b) LICENSEE is not included on any of the United States Government's lists of prohibited and restricted parties, including the U.S. Commerce Department's Denied Parties List, Entity List or Unverified List, or the U.S. Treasury Department's list of specially designated nationals and blocked persons (the "**OFAC SDN List**"), and, in the case of a legal entity, LICENSEE is not fifty percent (50%) or more owned, directly or indirectly, by one or more parties on the OFAC SDN List; and

c) If LICENSEE is a person or entity located in the People's Republic of China, the Russian Federation or Venezuela, LICENSEE is not a "military end-user" and LICENSEE will not use a PKLA Product Kit in any "military end-use", as those terms are defined in section 744.21 of the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774.

In the event that any of the foregoing LICENSEE certifications is, or hereafter becomes, incorrect, this license to the PKLA Product Kit shall be invalid, and any further use of the PKLA Product Kit by LICENSEE will constitute a breach of this Agreement and a violation of QTIL's and its licensors' intellectual property rights.

In addition, LICENSEE acknowledges that the 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.

14.4 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, 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 14.4 (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.

15. 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.

16. 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. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, THE TERMS OF THIS AGREEMENT WILL APPLY OVER ANY CONFLICTING PROVISION(S) IN SUCH SEPARATE WRITTEN AGREEMENT, UNLESS THE PARTIES HAVE SPECIFICALLY DISAPPLIED THIS PROVISION IN THIS AGREEMENT BY A DOCUMENT 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. For the avoidance of doubt, the Parties acknowledge and agree that it is not a requirement to the effectiveness and enforceability of this Agreement that either Party sign this Agreement.

SCHEDULE A

aptX SOFTWARE

1. DEFINITIONS.

“**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.

“**aptX Software Licensee**” means a LICENSEE that has entered into a separate signed software license agreement for aptX Software with QTIL or a QTIL Affiliate which is in effect between the Parties.

“**Other aptX Codec**” means either aptX Decoder or aptX Encoder, being the aptX codec that is not included under aptX Software Licensee’s separate signed and in effect software license agreement.

2. RIGHT TO USE aptX Software; RESTRICTIONS.

2.1 aptX Software 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 evaluation purposes only, to:

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

LICENSEE represents and warrants to QTIL that the aptX Software will be used solely for the aptX 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 signed agreement with QTIL or a QTIL Affiliate, as the case may be, for aptX Software 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 License Grant (Commercial Use) for Other aptX Codec and Restrictions.

NOTE: This Section 1.2 (Other aptX Codec License Grant (Commercial Use) for Other aptX Codec and Restrictions) applies only if LICENSEE is an aptX Software Licensee.

2.2.1 Subject to the terms and conditions contained in this Agreement and conditional upon the purchase by aptX Software Licensee of Software License Keys (where applicable) and compliance with Section 1.2.6 (Marketing Materials) below, QTIL hereby grants to aptX Software Licensee, a world-wide, non-exclusive, non-transferable and revocable copyright license, to:

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

2.2.2 Compliance with License for Other aptX Codec (Commercial Use). aptX Software Licensee shall submit to QTIL, by email to such address as QTIL 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 Other aptX Codec are being marketed, stating the LICENSEE Product name and version number.

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SCHEDULE D

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- (b) ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) takes all measures required pursuant to Article 32;
- (d) respects the conditions referred to in paragraphs 2 and 4 for engaging another processor;
- (e) taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III;
- (f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
- (g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;
- (h) makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller. (. . .) [T]he processor shall immediately inform the controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.”

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