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- c) All such Support Services shall be provided subject to and in accordance with the terms and conditions of this Agreement;
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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.

5.3. 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.

5.4. 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.

5.5. 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 5.2 (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.

6. 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 (i) QTIL's or QTIL's Affiliates' then-current separate signed agreement in place with LICENSEE, as applicable, or (ii) if no such separate signed agreement is in place, 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. .

7. INTELLECTUAL PROPERTY.

7.1 Ownership. Except for any express copyright licenses granted by QTIL in Section 2.3 (Wikitude SDK License) or Section 3.1 (License Grant) of this Agreement, in Section 2 (RIGHT TO USE aptX SOFTWARE; RESTRICTIONS) of SCHEDULE A (aptX SOFTWARE), Section 2 (RIGHT TO USE LIBRARIES FOR APPLE APPLICATIONS; RESTRICTIONS) of SCHEDULE B (LIBRARIES FOR APPLE APPLICATIONS), or Section 2 (RIGHT TO USE iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS; RESTRICTIONS) of SCHEDULE C (iAP2 PROTOCOL STACK AND LIBRARIES FOR iAP2 PROTOCOL STACK APPLICATIONS), neither this Agreement, nor any act by QTIL or its Affiliates pursuant to this Agreement or relating to the PKLA Product Kit(s) (including, 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, 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 Materials, 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 has sole discretion to upload to any Qualcomm Site or otherwise provide any such LICENSEE Modifications to 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 2.3 (Wikitude SDK License) or Section 3.1 (License Grant) of this Agreement for any purpose.

Neither QTIL, nor QTIL's Distributors, nor any QTIL 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.

7.2 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.

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

7.4 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.

7.5 Third Party Notices. A PKLA Product Kit may contain, or link to certain software code, and/or materials, including, open source software components, that are written or owned by third parties (“**Third Party Software**”), in which case QTIL may provide LICENSEE with any of the following: a separate document; a digital file; release notes; a link to a Qualcomm Site or QTIL support website; or software code (“**Notice File**”) that may contain notices pertaining to such Third Party Software. Except where QTIL 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, 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 QTIL’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 QTIL and QTIL’s Affiliates 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 QTIL or its Affiliates or (ii) any patents, trademarks, copyrights, or other intellectual property of any acquirer of QTIL 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.

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.

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

2.2.4 Trademark License. QTIL grants aptX Software Licensee during the term of this Agreement, a limited, revocable, non-sublicensable, nontransferable, royalty free trademark license to affix the aptX logo trademark and word trademark (“**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 Software Licensee to use the aptX Marks in any manner except as expressly provided herein. Unless otherwise directed by QTIL, aptX Software Licensee shall download the aptX Marks from the Brand Portal and hereby agrees to any applicable terms of use. aptX Software 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 Software Licensee shall not affix, use, or otherwise display the aptX Marks in any manner without QTIL’s prior written consent for each use. Unless otherwise directed by QTIL, aptX Software Licensee shall request QTIL’s consent to use the aptX Marks through the Brand Portal. QTIL 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.

2.2.5 Marketing Materials. aptX Software Licensee shall provide QTIL 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. QTIL shall be entitled to use such examples for test, to ensure that LICENSEE Products are commensurate in quality and performance with the aptX brand, and for demonstration purposes. If QTIL objects in whole or part to any marketing material, then the aptX Software 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 QTIL objects to product quality or performance of the aptX Software in the LICENSEE Product, then QTIL will notify aptX Software Licensee in writing within twenty-one (21) calendar days of receipt of the two (2) examples, detailing the reasons for such objection. aptX Software Licensee will cease and desist use of the aptX Marks in relation to such LICENSEE Product until such time as the deficiencies notified by QTIL have been remedied to QTIL’s satisfaction.

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.

SCHEDULE D

QUALCOMM GNSS ASSISTANCE SERVICE

The following applies if LICENSEE includes Qualcomm GNSS Assistance Service SW (as defined below) in LICENSEE Products.

The Qualcomm GNSS Assistance Service (for the purposes of this Schedule D only, the “**Service**”) is provided as a service to LICENSEE by QTIL’s Affiliates; Qualcomm Technologies, Inc. and, for LICENSEE Products operating in the European Economic Area, QT Technologies Ireland Limited (for the purposes of this SCHEDULE D only, references to “**QTI**” includes Qualcomm Technologies, Inc. and QT Technologies Ireland Limited) to help reduce the time and power required for on-device location calculation. The Service consists of QTI hosting data files that contain predicted orbits and clock parameters of Global Navigation Satellite System (“**GNSS**”) satellites on servers controlled by QTI (for the purposes of this SCHEDULE D only, the “**QTI Servers**”) and making available certain Licensed Software that LICENSEE may incorporate into LICENSEE Products to enable the download and utilization of such data files (the “**Qualcomm GNSS Assistance Service SW**”). In addition to the rights and restrictions set forth in Sections 3 (RIGHT TO USE PKLA PRODUCT KIT) and 4 (RESTRICTIONS) of the Agreement, by incorporating the Qualcomm GNSS Assistance Service SW in LICENSEE Products (for the purposes of this SCHEDULE D only, “**Enabled Products**”), LICENSEE agrees to the following:

THE SERVICE IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, QTI, ITS AFFILIATES, AND THEIR RESPECTIVE LICENSOR(S) AND SUPPLIER(S) EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. The limitations of liability provided for in Section 11 (LIMITATION OF LIABILITY) of the Agreement shall apply to the Service except that references to “**PKLA Product Kits**” in said provision shall be replaced with references to “the Service” when referring to the Service. For the purpose of Section 7 (INTELLECTUAL PROPERTY) of the Agreement, the references to “PKLA Product Kit” shall be deemed to include the Service.

Certain data from Enabled Products are uploaded to QTI during the data exchange between Enabled Products and the QTI Servers, as more particularly described in the Qualcomm GNSS Assistance Service SW documentation (collectively, for the purposes of this SCHEDULE D only, the “**Uploaded Data**”). The Uploaded Data includes a software ID that is not associated to the end user or to other IDs, the chipset name and serial number, the IP address used to send the data (most often not the device IP address), the Qualcomm GNSS Assistance Service SW version, the mobile country code(s) and network code(s) (allowing identification of country and wireless operator), the type of operating system and version, the Enabled Product make and model, the date and time of connection with the QTI Servers, the time since the last boot of the application processor and modem, and a list of Licensed Software on the Enabled Product. QTI uses the Uploaded Data to operate the Service, comply with export regulations, and perform system diagnostics. QTI uses a subset of the Uploaded Data (the Uploaded Data minus the software ID, chipset serial number, and IP address) for other purposes as permitted by applicable law, and QTI reserves all ownership rights and interests in and to such subset of Uploaded Data.

If and solely to the extent that any Uploaded Data are regulated as “personal data”, “personal information”, or “personally identifiable information” under applicable law (collectively, for the purposes of this SCHEDULE D only, “**Personal Data**”) and deemed as such by the applicable governing authority, QTI is a “data processor” or “service provider” (each as described by such applicable law) providing the Service to LICENSEE, and QTI makes the following commitments and certifications related thereto: (i) to retain, use, disclose, or otherwise process Personal Data only for the purpose of performing the Service or as otherwise permitted by applicable law; (ii) to de-identify the IP address within ninety (90) days from receipt; and (iii) to not “sell” any “personal information” as such terms are defined under the California Consumer Privacy Act. By incorporating the Qualcomm GNSS Assistance Service SW into LICENSEE Products, LICENSEE authorizes and instructs QTI to collect and process such Personal Data (if any) as described herein, including through the use of subprocessors.

If and solely to the extent that any Uploaded Data are regulated as “personal data” under the European Union’s General Data Protection Regulation ((EU) 2016/679) and deemed as such by the applicable governing authority, QTI (and/or the applicable QTI Affiliate) commits to comply with its obligations as a processor under Article 28 Section 3 thereof, which requires “that a processor:

- (a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (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.”

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 16 (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 G729 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.

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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.

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